LIST OF BENEFIT CONTRACTS

ADMINISTRATIVE RULINGS AND REGULATIONS

The following adjustment contracts, administrative rulings, and regulations were considered in the preparation of the Comparative Analysis:

A. CONTRACTS

1. Corn-Hog
   - -1934 Corn-Hog Reduction Contract (C.H.-8)
   - -Rider A to 1935 Corn-Hog Contract (C.H.-8e)
   - -1935 Corn-Hog Contract (C.H.-101)
   - -Rider A to 1935 Corn-Hog Contract (C.H.-101c)

2. Cotton
   - -Offer to Enter into Cotton Option-Benefit or Benefit Contract
   - -1934 and 1935 Cotton Acreage Reduction Contract (Cotton 1)

3. Peanut
   - -Peanut Production Adjustment Contract (PN-1)
   - -Peanut Production Adjustment Contract Supplement (PN-2)

4. Sugar Beet and Sugarcane
   - -Sugar Beet Production Adjustment Contract (Sugar-3)
   - -Supplement to Sugar Beet Contract - Refund Payment (Sugar-3-C)
   - -Sugarcane Production Adjustment Contract (Louisiana) (Sugar-103)
   - -Philippine Sugarcane Production Adjustment Contract (Sugar-1)

5. Tobacco
   - -Burley Type 31 Tobacco Production Adjustment Contract (T-39)
   - -Dark Air-cured Types 35,36, and 37 Tobacco Production Adjustment Contract (T-45)
   - -Fire-cured Types 21,22,23, and 24 Tobacco Production Adjustment Contract (T-43)
   - -Flue-cured Types 11,12,13, and 14 Tobacco Production Adjustment Contract (T-30)
   - -Georgia-Florida Type 62 Tobacco Production Adjustment Contract (T-10 and T-78)

-Maryland Type 32 Tobacco Production Adjustment Contract (T-49)
-Miami Valley Types 42,43, and 44 Tobacco Acreage Reduction Contract (T-3)
-New England Types 51 and 52 Tobacco Acreage Reduction Contract (T-1)
-Pennsylvania Type 41 and New York-Pennsylvania Type 53 Tobacco Acreage Reduction Contract (T-2)
-Puerto Rican Type 46 Tobacco Production Adjustment Contract (T)
-Wisconsin Types 54 and 55 Tobacco Acreage Reduction Contract (T-4)
-Notice of Exercise of Privilege of Secretary of Agriculture with Respect to 1934 Production of Tobacco, under Tobacco Acreage Reduction Contract:
  -Miami Valley Types 42,43,44 (T-87)
  -New England Types 51 and 52 (T-88)
  -Pennsylvania Type 41 and New York-Pennsylvania Type 53 (T-86)
  -Wisconsin Types 54 and 55 (T-89)

-Rider A - to be attached to Tobacco Acreage Reduction Contracts:
  -Miami Valley Types 42,43,44 (T-91)
  -New England Types 51 and 52 (T-92)
  -Pennsylvania Type 41 and New York-Pennsylvania Type 53 (T-90)
  -Wisconsin Types 54 and 55 (T-93)

-Notice of Exercise of Privilege of Secretary of Agriculture with Respect to 1935 Production of Tobacco, under Tobacco Production Adjustment Contract:
  -Burley Type 31 (T-155)
  -Dark Air-cured Types 35,36, and 37 (T-157)
  -Fire-cured Types 21,22,23, and 24 (T.156)
  -Flue-cured Types 11,12,13, and 14 (T-160)

-Rider B to be attached to Burley Type 31, Fire-cured Types 21,22,23, and 24, or Dark Air-cured Types 35,36, and 37, Tobacco Production Adjustment Contract (T-164)

6. Wheat
-Application for Wheat Allotment Contract (W-2)
-Wheat Allotment Contract (W-4)

B. ADMINISTRATIVE RULINGS AND REGULATIONS

-1934 Corn-Hog Administrative Rulings, Nos. 1 to 67
-1935 Corn-Hog Administrative Rulings, Nos. 101 to 133
-Cotton Regulations, Series 1

-Cotton Administrative Rulings applicable for 1934, Nos. 1 to 20
-Cotton Administrative Rulings applicable for 1935, Nos. 1 to 30
-Administrative Rulings with Respect to the Organization and Operation of Sugar Beet Production Control Associations (Sugar-9) and Sugarcane Production Control Associations (Sugar-109)
-Sugar Beet Administrative Rulings, Nos. 1 to 4
-Tobacco Administrative Rulings, Nos. 1 to 22
-Wheat Regulations, Series 2, Revision 1
-Wheat Administrative Rulings, Nos. 1 to 40

SUPPLEMENT TO

LIST OF BENEFIT CONTRACTS

ADMINISTRATIVE RULINGS AND REGULATIONS

The following adjustment contracts, administrative rulings, and regulations were considered in the supplement of the Comparative Analysis:

A. CONTRACTS

1. Corn-Hog
   - Waiver of Corn Adjustment Payment by Sharecropper to be attached to Rider A of the Contract (C.H.-101d)

2. Cotton
   - 1935 Supplementary Document Relating to 1934 and 1935 Cotton Contracts entered into in 1934, stipulation of basic figures for 1935 and producers' supplementary representation and agreement. (Cotton 102; Cotton 104)
   - 1934 and 1935 Cotton Acreage Reduction Contract (used by producer signing contract in 1935 for first time)(Cotton 101)

3. Peanut
   - Oil Miller's Agreement and Application for peanut diversion payments (P.N.7, 17) (references made to)

4. Sugar Beet and Sugar Cane
   - Porto Rico Sugarcane Production Adjustment Contract (P.R. 1)
   - Hawaiian Plantation Producers Sugarcane Production Adjustment Contract (Sugar 502)
   - Florida Sugarcane Production Adjustment Contract (Sugar 205)
   - Supplement No. 1 to sugar of Production Adjustment Contract (form where more than one form is included under one contract) (Sugar 7)
   - Supplement No. 2 to sugar of Production Adjustment Contract (form where producer controls use of farms in other factory districts (Sugar 8)
   - Philippine Sugarcane Production Adjustment Contract - 1933 Producers' Agreement as to future land (Sugar 17)

-Supplement to Hawaiian Plantation Producers' Sugarcane Production Contract (Acceptance Agreement of adherent planter (Sugar 501)

5. Tobacco

-Application for combination of Tobacco Contracts for 1935 (T-171)

-Rider B to be attached to Burley Type 31, Fire-cured Types 21,22, 23 and 24, or Dark Air-cured Types 35, 36 and 37 Tobacco Production Adjustment Contracts for those growers who did not sign in 1934 (T-164)

-Special Base Tobacco Contract (T-173):
  -Flue-cured Types 11, 12, 13 and 14
  -Burley Type 31
  -Fire-cured Types 21, 22, 23 and 24
  -Dark Air-cured Types 35, 36 and 37

-Special Base Tobacco Contract (T-186):
  -Pennsylvania Type 41 and New York-Pennsylvania Type 53
  -Miami Valley Types 42, 43 and 44
  -New England Types 51 and 52
  -Wisconsin Types 54 and 55

-Notice of Exercise of Privilege of Secretary of Agriculture with respect to 1935 Production of Tobacco under Tobacco Production Adjustment Contract:
  -Georgia-Florida Type 62 (T-165)
  -Pennsylvania Type 41 and New York-Pennsylvania Type 53 (T-177)
  -Pennsylvania Type 41 and New York-Pennsylvania Type 53 (where Rider A has not been executed)(T-178)
  -Miami Valley Types 42, 43 and 44 (T-179)
  -Miami Valley Types 42, 43 and 44 (where Rider A has not been executed)(T-180)
  -New England Types 51 and 52 (T-181)
  -New England Types 51 and 52 (where Rider A has not been executed) (T-182)
  -Wisconsin Types 54 and 55 (T-183)
  -Wisconsin Types 54 and 55 (where Rider A has not been executed (T-184)

-Application for Special Base Tobacco Contract (T-173):
  -Flue-cured Types 11, 12, 13 and 14
  -Burley Type 31
  -Fire-cured Types 21, 22, 23 and 24
  -Dark Air-cured Types 35, 36 and 37

-Application for Special Base Tobacco Contracts (T-185):
  -Pennsylvania Type 41 and New York-Pennsylvania Type 53
  -Miami Valley Types 51 and 52
  -Wisconsin Types 54 and 55
-Notice of Exercise of Privilege of Secretary of Agriculture with respect to 1935 production of tobacco under Tobacco Adjustment Contract:
  -Pennsylvania Type 41 and New York-Pennsylvania Type 53 (T-177)
  -Pennsylvania Type 41 and New York-Pennsylvania Type 53 (where Rider A has not been executed (T-178)
  -Miami Valley Types 42, 43 and 44 (T-179)
  -Miami Valley Types 42, 43 and 45 (where Rider A has not been executed (T-180)
  -New England Types 51 and 52 (T-181)
  -New England Types 51 and 52 (where Rider A has not been executed (T-182)
  -Wisconsin Types 54 and 55 (T-183)
  -Wisconsin Types 54 and 55 (where Rider A has not been executed (T-184)

6. Wheat
   -1935 Supplementary Wheat Contract (W-59)

7. Rice
   -1935 Southern Rice Production Adjustment Contract (Rice 36)
   -1935 California Rice Production Adjustment Contract (Rice 46)
   -1935 Southern Rice Declaration of farm acreage (Rice 30-A)
   -1935 California Rice Declaration of farm acreage (Rice 42)

B. ADMINISTRATIVE RULINGS AND REGULATIONS

-1935 Corn-Hog Administrative Rulings Nos. 68,134,135, 136,137, 138, 139, 140, 141 and 142.
-Cotton Administrative Rulings applicable for 1935, Nos. 8 and 31
-Cotton Administrative Ruling applicable for 1934, No.19
-Amendment to Cotton Administrative Ruling No. 20, dated August 2, 1934
-Amendment 5 to Cotton Administrative Ruling No. 15, dated February 12, 1934
-Amendment 5 to Cotton Administrative Ruling No. 8, dated May 1, 1935
-Amendment 5, dated February 12, 1935 (Cotton 5b)

-Peanut Administrative Rulings Nos. 1-5
-Amendment to Sugar Beet Administrative Ruling No.1, dated April 3, 1935
-Porto Rico Sugar Administrative Ruling No. 1
-Philippine Sugar Administrative Rulings Nos. 1, 2, 3 and 4
-Tobacco Administrative Rulings Nos. 34, 35, 38, 39, 40, 41, 42, 43, 44, 45 and 47.
-Amendment 1 to Administrative Ruling No. 36, dated March 26, 1935
-Wheat Administrative Rulings Nos. 41 and 42
-Amendment to Section 503 of Wheat Regulations, Series 2, Revision 1, Amendment 1 (W.R.Series 2, No.2)
-Southern Rice Administrative Rulings Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9
-California Rice Administrative Rulings Nos. 1, 2, 3, 4, 5 and 6
-Amendment 1 to Southern Rice Administrative Ruling No. 1 (Rice 31)
-Amendment 2 to Southern Rice Administrative Ruling No. 1 (Rice 31)
-Amendment 1 to Southern Rice Administrative Ruling No. 2 (Rice 31)
-Amendment to California Rice Administrative Ruling No. 1 (Rice 47)

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I. PRELIMINARY PROVISIONS

A. Persons Eligible to Offer to Contract and Form of Offer.
B. Acceptance of Offers by the Secretary of Agriculture.
C. What May or Shall Be Included in a Single Contract.

A. PERSONS ELIGIBLE TO OFFER TO CONTRACT AND FORM OF OFFER[1,2]

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract[3]

_____, hereinafter
(Type or print name on line above--same as signature)

referred to as "the producer", post-office address, _____
(Rural route

_____, _____, _____, _____
number) (Box number) (Post office) (State)

(owning)
)renting for cash (and operating in 1934 a farm known as the
(renting on shares)

---

1 All benefit contracts entered into prior to January 25, 1934, provided as follows: "Members of, or delegates to, Congress cannot participate in the benefits of these contracts because of the provisions of title 18, sec. 204, and title 41, sec. 22 of the U.S.C." An act relating to contracts and agreements under the Agricultural Adjustment Act was passed by Congress, approved Jan. 25, 1934, which reads as follows: "Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the provisions of section 3741 of the Revised Statutes (U.S.C., title 41, sec. 22), sections 114 and 115 of the Criminal Code of the United States (U.S.C., title 18, secs. 204 and 205), shall not apply to any contracts or agreements heretofore or hereafter entered into under the Agricultural Adjustment Act."

2 See, "Statements of Consent" and "Signers of Contracts"

3 "The corn year and the hog year referred to herein as 1934 shall be the period December 1, 1933 to November 30, 1934, inclusive. The years 1932 and 1933 shall cover corresponding 12-month periods."

_____farm, consisting of _____acres, situated

_____from_____on_____Road,
(Miles and direction) (Town)

in_____Township of_____County, State of

_____, hereby offers to enter into a contract with

the Secretary of Agriculture (hereinafter referred to as "the Secretary") upon the terms and conditions hereinafter set forth.

(1) Administrative Rulings Pertinent

"The producer" shall include persons owning and operating their own farms, tenants operating farms rented on a crop- or stock-share lease or agreement, and such other persons as may be approved or designated as such by the Secretary. If a landlord does not share in the corn- or hog-reduction payment, he should not sign the contract.

As used in the corn-hog reduction contract, and these rulings, the words "persons", "tenant", "landlord", and "producer" shall include individuals, co-partnerships and corporations.
-Corn-Hog Admr. Ruling No. 24 (Dec. 28, 1933)

b. 1935 Corn-Hog Contract [1]

The producer (and landlord(s), if any) hereby offer(s) to enter into a contract with the Secretary of Agriculture (hereinafter referred to as "the Secretary") upon the terms and conditions herein set forth.
-Corn-Hog Contract

The producer,_____
(Type or print name on line above, same as signature
post-office address,_____, _____,
(Rural route or street number) (Post office)

_____, represents that he is operating in 1935, the
(State)
land covered by this contract, consisting of_____acres, which constitute (all / part of) the farming unit operated by the producer in 1935, which contains_____acres and is commonly referred to as the

---

1 "1935" as used herein shall be the period December 1, 1934, to November 30, 1935, inclusive. The years 1932 and 1933 shall cover corresponding 12-month periods.

_____ farm, situated _____
(Name of homestead farm) (Miles and direction)

from _____ on _____ road, in _____ Township,

of _____ County, State of _____ and that all of

such farming unit is covered by this or additional 1935 Corn-Hog Contracts, only one of which contains a hog base and hog payment.
-Corn-Hog Contract, Sec. 13.

(1) Administrative Rulings Pertinent

"The producer" shall include persons owning and operating their own farms, tenants operating farms rented for cash, tenants operating land rented for a fixed commodity payment, persons operating farms being purchased by them for cash or for fixed commodity payment, tenants operating farms rented on a crop or stock-share lease or agreement, and such other persons as may be approved or designated as producers by the Secretary.

Share-croppers shall sign the contract when eligible as signatories thereto in accordance with Administrative Ruling 131.

"Landlord", as used in the contract, shall refer to persons from whom a producer rents land for a share of the crops or hogs produced on such land. If the landlord does not share in the corn or hog payment, he should not sign the contract.

As used in the 1935 corn-hog contract and these rulings, the words "person", "tenant", "landlord", and "producer" shall include individuals, partnerships, and corporations.
-Corn-Hog Admr. Ruling No. 106 (Dec. 6, 1934)

Determination as to a "bona fide farm operator".
-See, Corn-Hog Admr. Ruling No. 107 (Dec. 6, 1934)

Land considered as if owned by the producer.
-See, Corn-Hog Admr. Ruling No. 109 (Dec. 6, 1934)

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

The undersigned

Mr.) owns)
Mrs. (_____, Post-office address _____ rents)
Miss)

---

and operates a farm (description), and is desirous of cooperating with the Secretary of Agriculture in the effort being made to reduce the 1933 cotton production in America, and to this end and in order to obtain the payments to be made by the Secretary of Agriculture on behalf of the United States, makes the following offer and representations of fact, to wit: * * *

-Offer to Enter Into Cotton Option-Benefit or Benefit Contracts (1933)

(1) Cotton Regulations Pertinent

"Producer" means the operator of a cotton farm, including corporations and other business entities.

-Cotton Regulations, Series 1, Sec. 100(f) (July, 1933)

Any producer, as defined above, who owns or rents cotton lands and has or will have legal ownership of the cotton crop produced in the year 1933 on such land is eligible to become a party to a cotton contract with the Secretary. Where ownership is in more than one person, all who are interested as owners must signthe offer either as principal parties or as consenting parties.

-Cotton Regulations, Series 1, Sec. 200 (July, 1933)

b. 1934 and 1935 Cotton Acreage Reduction Contract [1]

The undersigned, _____
(Type or print name above--same as signature)

post-office address _____ _____
(Rural route number) (Box number)

_____, _____, hereinafter re-
(Post office) (State)

ferred to as the "producer" (owning / renting for cash / managing as share-tenant) a farm consisting of _____ acres, situated _____ from _____
(Miles and direction) (Town)

on _____ Road, in _____ (Township / Beat / Ward) of _____ (County / Parish)

State of _____

---

1 * * * The contract shall apply only for 1934 unless the Secretary shall, not later than December 1, 1934, proclaim his purpose of continuing the Cotton Acreage Reduction Plan for 1935" (cotton contract, par. 1). See Proclamation of Secretary, issued November 28, 1934.

- OR -

described as the _____ of section _____ township _____

range _____ from _____ in _____
(Miles and direction) (Town)
County, State of _____ (hereinafter referred to as "this farm"), hereby offer(s) to enter into a contract with the Secretary of Agriculture (hereinafter referred to as the "Secretary") upon the terms and conditions hereinafter set forth and subject to such regulations or administrative rulings (which shall be part of the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed by the Secretary relating to 1934-35 Cotton Acreage Reduction Contracts.

(1) Administrative Rulings Pertinent

Any producer who is an owner, landlord, cash tenant, or managing share-tenant[1] and who operates or controls a cotton farm may be a party to a 1934 and 1935 cotton acreage reduction contract covering such farm, provided that on the land now in such farm:

(a) Cotton was planted at least 4 years of the base period 1928 to 1932 inclusive, or

(b) Cotton was planted for 3 years of the base period, 1 of which years was either 1931 or 1932, or

(c) Cotton was planted in both of the years 1931 and 1932.

Except that--

(d) In the event that the producer failed to grow cotton in the years specified in any of the above clauses (a), (b) and (c), but fulfilled an acreage reduction contract with the Secretary of Agriculture in 1933 and will farm the land in 1934 on which such a contract was fulfilled, he may enter into a contract covering such farm and shall have as his base acreage the acreage planted to cotton on such farm in 1933, or, if cotton was planted in 1932 and 1933, and the average yield per acre shall be fixed by the County Committee in accordance with the 1928 to 1932 yields of other similar lands in the community.

And provided in any event that--

(e) The reduction in 1934 shall not be less than 2 acres and

(f) On land now in the farm planted to cotton for whichever of the above periods is applicable, the average annual

---

1 A managing share-tenant is a share-tenant who furnishes the work-stock, equipment, and labor used in the production of cotton and who manages the operation of this farm. Section 12 of the contract declares: "In the event that this farm is operated by a managing share-tenant, said tenant shall sign this contract with the owner or his legally authorized agent who must submit his authority to act * * * ".

production for such period shall not have been less than 100 pounds of lint cotton per acre.
-1934 and 1935 Cotton Admr. Ruling, No. 1 (Dec. 1933)

Amendment 1, Admr. Ruling No. 1, paragraph (f) is hereby amended as follows:

> On land now in the farm planted to cotton for whichever base period, as defined in Admr. Ruling No. 1, is applicable, the average annual production for such base period shall not have been less than 75 pounds of lint cotton per acre.

Amendment 2. Admr. Ruling No. 1, paragraph (e) is hereby amended to allow any producer on a farm having a base acreage of not more than five (5) acres but not less than two (2) acres to sign a contract for the reduction of any whole number of acres not in excess of the base acreage for such farm, except that in no instance may the reduction be less than two (2) acres. For such acreage reduction, theproducer will receive rental payments on the total of such acreage reduction and parity payments on forty (40) percent of the average production as may be determined for the base acreage.
-Form No. Cotton 5A (Jan. 30, 1934)

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract [1]

The undersigned, _____
(Type or print name above--same as signature)
hereinafter referred to as "the producer", post-office address

_____, _____ _____, _____
(R.F.D.) (Box No.) (Post office) (State)

owning, renting farm(s) containing _____ acres, of which _____ acres

are cultivated;
(If more than one farm is covered by this contract, do not fill in the following 3 lines; where such lines are not filled in, the descriptions on attached Form PN-2 shall be deemed to be incorporated herein as a part hereof.)

which farm is known as the _____ farm and is located
(Name of farm)

---

[1] The contract applies for the year 1935.

_____from_____on_____Road,
(Miles and direction)
in_____Township, Beat or District of_____County

State of_____hereby offers to enter into a Peanut Production Adjustment Contract with the Secretary of Agriculture, hereinafter referred to as "the Secretary", upon the terms and conditions hereinafter set forth and subject to such regulations and administrative rulings (which shall be deemed to be part of the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed as the Secretary, relating to Peanut Production Adjustment Contracts.

4. Sugar Beet and Sugarcane Adjustment Plan.

a. Sugar Beet Production Adjustment Contract [1]

The Secretary of Agriculture, in accordance with the Act, proposes to make payments to a farmer who planted sugar beets in the crop year 1933 and/or 1934 and/or who grows sugar beets in the crop year 1935 and/or 1936, if he agrees to accept the terms and conditions set forth herein. A farmer will be eligible to enter into this contract, as producer, with the Secretary of Agriculture if he controls by ownership, lease, or otherwise, the use of a farm, as herein below defined, during the term of this contract, except that a person controlling the use of a farm for the period required to produce the 1935 crop, shall be eligible if he secures the execution of the Agreement required under section 26.

The undersigned_____hereinafter
(Type or print name same as signature)
referred to as "the producer", post office address_____ _____
(R.F.D.) (Box.no.)

_____ _____ _____
(Post Office) (State) (Whether owning or renting)

farm(s) containing _____acres, of which _____acres are cultivated

(If more than one farm is covered by this contract do not fill in the following three lines; where such lines are not filled in, the descriptions on attached Form Sugar 7 shall be deemed to be incorporated herein as a part hereof.)

located_____from_____on_____Road in
(Miles and direction) (Town)

_____Township or District of_____County, State of

---

1 The contract applies only for 1935 unless the Secretary exercises his privilege of extending the contract to the 1936 crop year. See "Secretary's privilege to extend contract", in this comparative analysis, p.

_____Factory district_____hereby offers to

enter into a contract with the Secretary of Agriculture (hereinafter referred to as "the Secretary") upon the terms and conditions hereinafter set forth and subject to such regulations and administrative rulings (which shall be deemed to be part of the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed by the Secretary, relating to sugar beet adjustment contracts.

b. Sugarcane Production Adjustment Contract (Louisiana)[1]

The Secretary of Agriculture in accordance with the act proposes to make payments to a farmer who grew sugarcane in Louisiana in the crop year 1934 that is processed in sugar factories and/or who grows sugarcane in Louisiana in the crop years 1935 and/or 1936 for processing in sugar factories if he agrees to accept the terms and conditions set forth in this Sugarcane Production Adjustment Contract (hereinafter referred to as "this contract"). A farmer will be eligible to enter into this contract, as producer, with the Secretary of Agriculture if he controls by ownership, lease, or otherwise, the use of a farm located in Louisiana, which is described below, during the term of this contract, except that a person controlling the use of a farm for the period required to produce the 1935 crop shall be eligible if he secures the execution of the agreement required under Section 24.

The undersigned_____
(Type or print name on line above--same as signature)
hereinafter referred to as "the producer", post-office address

_____ _____ _____ _____ _____
(R.F.D.) (Box no.) (Post office) (State) (Owning or renting
farm containing_____acres, of which_____acres are cultivated,
located_____from_____on_____
(Miles and direction) (Town)
Road in_____Ward of_____Parish, State of Louisiana

hereby offers to enter into a contract with the Secretary of Agriculture (hereinafter referred to as "the Secretary") upon the terms and conditions hereinafter set forth and subject to such regulations and administrative rulings (which shall be deemed to be part of the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed by the Secretary, relating to Sugarcane Production Adjustment Contracts.

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1 The contract applies only for 1935 unless the Secretary exercises his privilege of extending the contract to the 1936 crop year. See, "Secretary's privilege to extend contract", in this comparative analysis, p.

c. Philippine Sugarcane Production Adjustment Contract.

The Secretary of Agriculture of the United States (hereinafter referred to as the "Secretary") proposes to make payments to planters of sugarcane who shall agree to abide by the terms and conditions of this Philippine Sugarcane Production Adjustment Contract (hereinafter referred to as the "Contract") and all administrative rulings, orders and regulations which have been heretofore, or which may hereafter be, prescribed by the said Secretary, or by the Governor General of the Philippine Islands (hereinafter referred to as the "Governor General"), relating to the control, production or sale of sugar within the Philippine Islands or to the allotment of such production for shipment to continental United States, for domestic consumption in the Philippine Islands and/or emergency reserve.

The undersigned (Name and address to be printed)

_____ _____

hereinafter referred to as "the planter", post office address_____

_____a grower of sugarcane on land located at_____

_____of which_____hectares are cultivated in sugarcane, hereby offers to enter into this contract upon the terms and conditions herein set forth.

-Philippine Sugarcane Contract

The term "planter" as used herein shall mean any person, firm, corporation or combination thereof, reported in the sugar audit made under authority of the executive order of the Governor General, No. 489, July 2nd, 1934, to have had sugarcane milled in his own name at an established centrifugal sugar mill during the crop year 1933-34, or his successor in interest, and who has signed this contract as "planter."

-Philippine Sugar Contract, Sec. 1

The term "successor in interest" as used herein shall mean any person, firm, corporation or combination thereof either now on or cultivating the planter's land upon which the sugarcane covered by this contract is being grown, other than the person, firm, corporation or combination thereof who had sugarcane from such land milled during the crop year 1933-34.

-Philippine Sugarcane Contract, Sec. 2

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts [1]

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[1] The term "1933 Tobacco Contracts" is used throughout this Comparative

The Secretary of Agriculture in accordance with the Act proposes to make cash payments to individual farmers who shall agree to make certain reductions in tobacco acreage and tobacco production as set forth herein. If tobacco, _____[1]_____, you are eligible to make application for benefits under said Act.

The undersigned

Mr.)
Mrs. (_____
Miss) (First name) (Middle name) (Last name)

hereinafter referred to as "the producer", post-office address

_____
(R.F.D.) (Box no.) (Post office) (State)

owning)
renting) a farm_____ from_____ on_____
(Miles and direction) (Town)

_____Road in_____Town of_____County, State of_____

_____, hereby offers to enter into a contract with the

Secretary of Agriculture, hereinafter referred to as "the Secretary", upon the terms and conditions hereinafter set forth and subject to such rules and regulations (which shall be deemed to be part of the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed by the Secretary pursuant to the above Act.

-All "1933 Tobacco Contracts"

b. 1934 Tobacco Contracts [2]

Analysis to designate the following Tobacco Acreage Reduction Contracts: Miami Valley Types 42,43,44; New England Types 51 and 52; Pennsylvania Type 41 and New York-Pennsylvania Type 53; Wisconsin Type 54 and 55; and the Georgia-Florida Production Adjustment Contract (Form T10). Each contract applies for the year 1933 with the Secretary of Agriculture having the privilege to extend the contract to 1934 and 1935. See, "Secretary's Privilege to Extend Contracts."

[1] Fill in the blank as follows in the "1933 Tobacco Contracts":

Georgia-Florida Type 62: "Georgia-Florida Type 62 is grown in 1933 upon the land you are farming."

Miami Valley Types 42,43,and 44: "Miami Valley Types 42 and/or 43 and 44, was grown in 1931 or 1932."

New England Types 51 and 52: "New England Types 51 and/or 52 was grown in 1931 or 1932."

Pennsylvania Type 41 and New York-Pennsylvania Type 53: "Pennsylvania Type 41 and/or New York-Pennsylvania Type 53, was grown in 1931 or 1932."

Wisconsin Types 54 and 55: "Wisconsin Types 54 and/or 55 was grown in 1931 or 1932."

[2] The term "1934 Tobacco Contracts" is used throughout this Comparative Analysis to designate the following Tobacco Production Adjustment Contracts:

The Secretary of Agriculture in accordance with the act proposes to make cash payments to individual farmers who shall agree to make certain reductions in tobacco acreage and tobacco production as set forth herein. If tobacco _____1_____ you are eligible to make application for benefits under said act.

The undersigned (Name and address to be typed or printed)

Mr.)
Mrs. (_____
Miss) (Type or print name on line above-same as signature)

hereinafter referred to as "the producer", post-office address

_____ _____
(R.F.D.) (Box number) (Post office) (State)

owning) farm(s) containing_____acres, of which_____acres
renting)

are cultivated

(If more than one farm is covered by this contract do not fill in the following three lines; where such lines are not filled in the descriptions on attached Form T shall be deemed to be incorporated herein as a part hereof.)

located_____from_____on_____
(Miles and direction) (Town)

Road in_____Township or District, of_____County

Burley Type 31; Dark Air-cured Types 35,36, and 37; Fire-cured Types 21,22,23, and 24; Flue-cured Types 11,12,13, and 14; Georgia-Florida Type 62(T78); Maryland Type 32. Each contract applies for the year 1934 with the Secretary of Agriculture having the privilege to extend the contract to 1935. See, "Secretary's Privilege to Extend Contracts".

1 Fill in blank in the several contracts as follows:

Burley Type 31: "Burley type 31 was grown in any of the years 1931,1932,or 1933"
Desk Air-cured Types, 35,36, and 37: "Dark-Air-cured types 35,36,and/or 37 was grown in any of the years 1931,1932,or 1933".
Fire-cured Types 21,22,23, and 24: "Fire-cured types 21,22,23,and/or 24, was grown in any of the years 1931,1932,or 1933".
Flue-cured Types 11,12,13,14: "Flue-cured types 11,12,13, and/or 14 was grown in any of the years 1931,1932, or 1933".
Georgia-Florida Type 62 (T78): "Georgia-Florida Type 62 was grown in any of the years 1929,1930,1931,1932,or 1933."

State of _____ hereby offers to enter into a contract with the Secretary of Agriculture (hereinafter referred to as "the Secretary") upon the terms and conditions hereinafter set forth and subject to such regulations and administrative rulings (which shall be deemed to be part of the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed by the Secretary and by the Tobacco Section, Production Division, of the Agricultural Adjustment Administration, respectively, relating to tobacco production adjustment contracts.

-All "1934 Tobacco Contracts"

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The Secretary of Agriculture, in accordance with the Agricultural Adjustment Act (hereinafter referred to as the "Act") proposes to make contract providing for certain payments * * * to wheat-producing farmers, for the crop years of 1933, 1934, and 1935, who shall agree to make certain reductions in their wheat acreage as set forth herein. * * * Farmers who have seeded land to wheat during each or any of the base period years are eligible to make application to enter into such contracts.

-Application for Wheat Allotment Contract.

The undersigned,

owner(s) or landlord(s) (_____
(First name) (Middle initial) (Last name)

_____
(First name) (Middle initial) (Last name)

post-office address(es) _____
(Rural route no.) (Box no.) (Post Office) (State)

_____
(Rural route no.) (Box no.) (Post Office) (State)

tenant _____
(First name) (Middle initial) (Last name)

post-office address _____
(Rural route no.) (Box no.) (Post office) (State)

Maryland Type 32: "Maryland Type 32 was grown in 1931, 1932, and 1933 upon the farm or farms you are to operate in 1934, you are eligible to apply for a contract for each farm on which you will agree to reduce tobacco acreage and production in 1934 and/or 1935."

Puerto Rican Type 46: "Puerto Rican Type 46, was grown on your farm or farms during any of the crop years 1929-30, 1930-31, 1932-33, or 1933-34."

hereinafter (whether one or more persons) referred to as "the producer", who during the period of production and harvesting of the 1933 wheat crop operated a farm which is described in the application for wheat allotment contract heretofore executed by the producer and certified by the County Allotment Committee (hereinafter referred to as "the application"), hereby contract(s) with the Secretary of Agriculture, upon the terms and conditions hereinafter set forth and subject to the regulations (which shall be deemed to be part of the terms and conditions of this contract) heretofore or hereafter prescribed by the Secretary pursuant to the above act.

-Wheat Allotment Contract.

(1) Administrative Rulings and/or Regulations Pertinent

When any charitable, custodial, or penal institution engages in the production of wheat in whole or in part for sale, then such institution shall be eligible to receive a farm allotment and to enter into a contract on that part of its acreage only upon which wheat has been produced for sale during the base period fixed for such institution.

-Wheat Admr. Ruling No. 4 (Feb. 1934)

The owner of the 1933 wheat crop and the owner of the land should execute the contract. If the tenant for 1933 (who will not be the operator of the farm in 1934 and 1935), either cannot be located or refuses to sign a contract, the landlord may file with the County Allotment Committee a statement to that effect. Under these circumstances, the landlord may sign the contract alone and become eligible for his share of the 1933 payment. * * *

-Wheat Admr. Ruling No. 5 (Feb. 1934)

A Wheat Allotment Contract signed by a State official having charge of State lands may be accepted, notwithstanding that under existing State laws a lien, as provided in paragraph 15 of the contract, cannot be placed upon the crop of such lands.

-Wheat Admr. Ruling No. 20 (Feb. 1934)

Wheat Allotment Contracts may be accepted on restricted Indian lands with the signature of the superintendent of the reservation for the owner, the authority of such superintendent to sign Wheat Allotment Contract being covered by the regulation of the Secretary of the Interior, dated September 11, 1933.

(Wheat Admr. Ruling No. 21 (Feb. 1934)

The signature on a Wheat Allotment Contract of a person serving a prison sentence as the result of conviction of a felony will not be considered valid unless accompanied by satisfactory evidence that such prisoner retains his usual property rights. Imprisonment for a misdemeanor raises no question of the right to sign an allotment contract.

-Wheat Admr. Ruling No. 23 (Feb. 1934)

SUPPLEMENT

A. PERSONS ELIGIBLE TO OFFER TO CONTRACT AND FORM OF OFFER

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

b. 1935 Corn-Hog Contract

(1) Administrative Rulings Pertinent.

Amendment to Ruling 107. If either landlord or tenant meet requirement of Ruling 107 relating to planting at least 25 percent of the corn base of the farming unit operated by such landlord or tenant in 1934, neither of such parties shall be ineligible to execute 1935 Corn-Hog Contract solely because of the provisions of Ruling 107.
-See Corn-Hog Adm. Ruling No. 136 (March 15, 1935)

2. Cotton Adjustment Plan

b. 1934 and 1935 Cotton Acreage Reduction Contract

See 1935 Supplementary Document relating to 1934 and 1935 cotton contracts entered into in 1934, stipulation of basic figures for 1935 and producer's supplementary representation and agreement.
(Cotton 104, Feb. 9, 1935)
(Cotton 102, Feb. 13, 1935)

c. 1934 and 1935 Cotton Acreage Reduction Contract [1]

The producer (and landlord(s), if any) hereby offer(s) to enter into a contract with the Secretary of Agriculture (hereinafter referred to as the "Secretary") upon the terms and conditions herein set forth and subject to such regulations or administrative rulings (which shall be part of the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed by the Secretary relating to 1934 and 1935 Cotton Acreage Reduction Contracts entered into in 1935.
-Cotton 101

---

[1] This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

The undersigned, _____
(Type or print name above--same as
_____Post-office address_____
signature) (Rural route number)

_____ ,
(Box number) (Post office) (State)
herein referred to as the "producer" ([owning] [renting for cash] [paying standing or fixed rent] [managing as share tenant[4]]), [3]represents that he is operating in 1935 the farm covered by this contract consisting of_____acres situated_____from_____on
(Miles and direction) (Town)
_____Road in_____
([Township][Ward][Beat])[3] of_____([Parish] [County])[3], State of_____, described as the
_____of section_____,
township_____, range_____,
_____ from_____in
(Miles and direction) (Town)

_____County, State of_____.
-Cotton 101, Sec. 11.

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract[2]

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

The Secretary of Agriculture of the United States, in accordance with the Act, proposes to make payments to the producers of sugar cane in Puerto Rico who shall agree to make certain adjustments in the production of sugar cane for the 1934-35 and 1935-36 crop years upon

[3]Strike out word or words not applicable. If no printed word is applicable, write in appropriate word (use margin if necessary).
[4]Managing-share tenant(s), as defined in footnote 5, may join with landlords(s) in signing contract(s) as provided by paragraph 12.
[2]See: Oil Millers' Agreement and Application for Peanut Diversion Payments for the Purchase of Farmers' Stock of Peanuts and Diversion Thereof into the Manufacture of Peanut Oil.
Form P.N.-7 and P.N.-8
See also Form P.N. 17

all of the terms and conditions contained herein. To be eligible to make this offer the producer must control during the term of this contract by virtue of lease or other legal title, the use of a farm, as herein below defined, upon which sugar cane was produced in at least one of the crop years 1933-34 or 1934-35, except that a person controlling the use of a farm for the period required to produce the 1934-35 crop or who has the legal right to harvest and sell said crop, shall be eligible if he secures the execution of the agreement required under section 25.

The producer hereby offers to enter into a contract with the Secretary of Agriculture of the United States (hereinafter referred to as "the Secretary") upon the terms and conditions hereinafter set forth and subject to such regulations and administrative rulings (which shall be deemed to be part of the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed by the Secretary. Execution by the Secretary or his authorized agent of the "Acceptance by the Secretary", set forth in section 36 shall cause this offer to become a binding contract between the grower and the Secretary. The text of this contract in any language other than English is a translation from the English, and in the event of any contradiction or dispute as to interpretation, the English text shall be binding.

-Puerto Rico Sugarcane Contract.

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

The Secretary of Agriculture in accordance with the Act proposes to make payments to plantation-producers growing sugarcane in the Territory of Hawaii during the crop years 1935, 1936, and 1937, if they agree to accept the terms and conditions set forth in this Hawaiian Sugarcane Production Adjustment Contract (hereinafter referred to as the "contract"). Each of the plantation-producers in the Territory of Hawaii, as identified hereinafter, will be eligible to enter into this contract.

The undersigned _____

_____

(State nature of corporate or partnership existence, etc.) (hereinafter referred to as the "plantation-producer"), post-office address_____

_____

operating a sugarcane plantation located at_____

_____, containing_____acres, under the direct control, with respect to the sugarcane production of such plantation, of such plantation-producer,

hereby offers to enter into a contract with the Secretary of Agriculture, (hereinafter referred to as the "Secretary") upon the terms and conditions hereinafter set forth, and subject to such regulations, orders and administrative rulings pursuant to the Act, heretofore or hereafter made by the Secretary, relating to the terms and conditions of this Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract. Execution by the Secretary or his authorized agent of the "Acceptance by the Secretary", hereinbelow contained, shall cause this proposal and offer to become a binding contract between the plantation-producer and the Secretary.

Hawaiian Sugarcane Contract.

The term "adherent planter" as used herein shall mean any person, firm, corporation, or combination thereof, other than a "plantation-producer", who controls by ownership, lease, homestead rights, license, or otherwise, the use of sugarcane land in the Territory of Hawaii, upon which he grows sugarcane for his own account, and who is adherent to the undersigned plantation-producer in the sense that such plantation-producer purchases the adherent planter's sugarcane from him, and/or mills sugar from sugarcane produced by him. Included within the term "adherent planter" is the so-called "plantation-planter", a planter growing sugarcane on land directly controlled by the plantation-producer and under a contract with the plantation-producer, oral or written, with respect to the sugarcane so grown.

Sec. 2, Hawaiian Sugarcane Contract.

f. Florida Sugarcane Production Adjustment Contract

The Secretary of Agriculture, in accordance with the Act, proposes to make payments to a farmer who grows sugarcane in Florida in the crop years 1934-35, 1935-36, and 1936-37, in the event the Secretary exercises his privilege under Section 17 of extending this contract to the 1936-37 crop year, for processing into sugar if he agrees to accept the terms and conditions set forth in this Sugarcane Production Adjustment Contract (hereinafter referred to as "this contract"). A farmer will be eligible to enter into this contract, as producer, with the Secretary of Agriculture if he controls by ownership, lease, or otherwise, the use of a farm located in Florida as hereinbelow defined, during the term of this contract, except that a person not controlling the use of a farm for the period required to produce the 1936-37 crop shall be eligible if he secures the execution of the agreement required under Section 22.

The undersigned_____
(Write or print name-same as
_____hereinafter referred to as the
signature)
"producer", post-office address_____
(R.F.D.)
_____
(Box No.) (Post office) (State)
_____farm(s) containing_____
(Whether owning or renting)
_____ acres, of which _____acres are cultivated,
located_____from_____
(Miles and direction) (Town)
on_____Road in_____
Township or District of_____County,
State of Florida, hereby offers to enter into this contract with the Secretary of Agriculture (hereinafter referred to as "the Secretary") upon the terms and conditions hereinafter set forth and subject to such regulations and administrative rulings (which shall be deemed to be part of the terms and conditions of this contract) as have been heretofore, or may hereafter be, prescribed by the Secretary relating to Florida Sugarcane Production Adjustment Contracts.

- Florida Sugarcane Contract

5. Tobacco Adjustment Plan

b. 1934 Tobacco Contracts

(1) Administrative Rulings Pertinent

Joint Compliance for Tobacco Contracts, other than cigar-leaf types.

See: Tobacco Administrative Ruling No. 34, Form T-77, Supp. 16, (Jan. 5, 1935)

See: Rider B to be attached to Burley Type 31, Fire-cured Types 21, 22, 23 and 24 or Dark Air-cured Types 35, 36 and 37 Tobacco Production Adjustment Contracts for those growers who did not sign in 1934 (Form T-164, Dec. 1934).

See: Application for combination of tobacco contracts for 1935 (Form T-171, Feb., 1935).

c. 1935 Tobacco Contracts

The undersigned producer, operating in 1935 the farm described in paragraph 13 (referred to herein as the "farm"), hereby offers to enter into a Special Base Tobacco Contract (referred to herein as the "contract"), with the Secretary of Agriculture (referred to herein as the "Secretary"), upon the terms and conditions hereinafter set forth and subject to such regulations and administrative rulings (which shall be deemed to be part of the terms and conditions of the contract) as may have been heretofore or may hereafter be prescribed by the Secretary, relating to Special Base Tobacco Contracts.

Special Base Tobacco Contract Form T-173
Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

The undersigned producer (and each and all of them if more than one signs this instrument) hereby offer(s) to enter into a contract with the Secretary of Agriculture (hereinafter referred to as the "Secretary") upon the terms and conditions hereinafter set forth and subject to such regulations or administrative rulings (which shall be part of the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed by the Secretary relating to 1935 Southern Rice Production Adjustment Contracts. This contract shall apply to every farm upon which the producer participates in any manner in the production of rice in 1935 (hereinafter referred to as "the farm(s) covered by this contract").
-Sec. 1, Southern Rice Production Contract

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Production Adjustment Contract

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

"1934" means the period from Jan. 1, 1934 to Dec. 31, 1934.

"1935" means the period from Jan. 1, 1935 to Dec. 31, 1935.

Southern Rice Admin. Ruling No. 1 (April 18, 1935)

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

"1935" means the period from Jan. 1, 1935 to Dec. 31, 1935.

California Rice Admin. Ruling No. 1 (April 18, 1935)

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

(a) "Person", "tenant", "landlord", "producer", and "well or canal operator", include individuals, copartnerships, and corporations; and where it is required by the context, the singular shall include the plural.

(c) "Producer" includes persons owning and operating their own farms; tenants operating farms rented for cash; tenants operating farms under a crop-share lease, contract, or agreement; landlords leasing to share tenants; corporations, copartnerships, or individuals furnishing water for production of rice on a share basis; and such other persons or classes of persons as the Secretary may determine to be eligible to sign Southern Rice Production Adjustments Contracts.

(d) "Participating in the production of rice" means sharing as a producer in any manner in the production of rice on a farm.

(e) "Farming Operation" means the production of rice or the participation in the production of rice by a producer.

(b) "Farm" means one contiguous tract of land operated as one unit substantially separate from any other such tract of land.

-Southern Rice Administrative Ruling No. 1, (April 18, 1935)

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

(a) "Person", "tenant", "landlord", "producer", include individuals, copartnerships, and corporations; and where it is required by the context, the singular shall include the plural.

(c) "Producer" includes persons owning and operating their own farms; tenants operating farms rented for cash; tenants operating farms under a crop-share lease, contract, or agreement; landlords leasing to share tenants; corporations; and such other persons or classes of persons as the Secretary may determine to be eligible to sign Southern Rice Production Adjustments Contracts.

(d) "Participation in the production of rice" means sharing as a producer in any manner in the production of rice on a farm.

(e) "Farming Operation" means the production of rice or the participation in the production of rice by a producer.

(b) "Farm" means one contiguous tract of land operated as one unit substantially separate from any other such tract of land.

-Calif. Rice Admin. Ruling No. 1 (April 18, 1935)

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Producers furnishing production factors to non-cooperating producer.

See: Southern Rice Admin. Ruling No. VII (June, 1935)

Definition of "producer" amended by inserting in line 5 after the word "water" and before the word "for", the words "or seed rice."

Amendment No. 2 to Southern Rice Admin. Ruling No. 1, Form Rice 31, Supp. 2, June, 1935.

B. ACCEPTANCE OF OFFERS BY THE SECRETARY OF AGRICULTURE

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

Mailing of the Secretary's acceptance shall cause this offer to become a binding contract.

(1) Administrative Rulings Pertinent

The words "mailing of the Secretary's acceptance", appearing in the first paragraph of the contract, are to be interpreted as the placing of the acceptance in the regular course of mailing from the offices of the Agricultural Adjustment Administration at Washington, whether mailed directly to the producer or landlord, or to the county-control association, or other agents or agencies for local distribution.

For contracts on which early first payment is requested, acceptance of the contract by the Secretary may be made by the stamping on the copy of such contract sent to the Agricultural Adjustment Administration at Washington of the word "accepted" by the Secretary or his authorized agent. * * *

-Corn-Hog Administrative Ruling No. 21 (Dec. 28, 1933) as amended by Administrative Ruling No. 56 (May 2, 1934)

b. 1935 Corn-Hog Contract

Placing of the Secretary's acceptance in the regular course of mailing shall cause this offer to become a binding contract.

(1) Administrative Rulings Pertinent

The words "placing of Secretary's acceptance in the regular course of mailing" are interpreted as meaning the placing of such acceptance in the regular course of mailing from the offices of the Agricultural Adjustment Administration in Washington, D. C., either addressed directly to the contract signer or to the County Corn-Hog Control Association of the county in which the farming unit is located or some other agency for local distribution.

-Corn-Hog Administrative Ruling No. 101 (Dec. 6, 1934)

2. Cotton Adjustment Plan

a. 1933 Cotton Option - Benefit or Benefit Contract

This offer when accepted by the Secretary of Agriculture shall constitute a contract between me and the United States.

-Offer to Enter into Cotton Option-Benefit or Benefit Contract

(1) Administrative Rulings and/or Regulations Pertinent

Acceptance of offers will be at the discretion of the Secretary.

-Cotton Regulations, series 1, sec. 250 (July, 1933)

b. 1934 and 1935 Cotton Acreage Reduction Contract

This offer shall become a binding contract when accepted by the Secretary.

This contract will not be accepted by the Secretary unless by January 13, 1934, a number of acres of cotton land have been offered to him for rental under similar contracts sufficient in his opinion to make the Cotton Acreage Reduction Plan for 1934 and 1935 feasible.

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

Acceptance by the Secretary, or a designated agent on his behalf, shall cause this offer to become a binding contract between the producer and the Secretary.

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

Execution by the Secretary or his authorized agent of the "Acceptance by the Secretary" hereto attached shall cause this offer to become a binding contract between the producer and the Secretary.

b. Sugarcane Production Adjustment Contract (Louisiana)

Execution by the Secretary or his authorized agent of the "Acceptance by the Secretary", hereto attached, shall cause this offer to become a binding contract between the producer and the Secretary.

c. Philippine Sugarcane Production Adjustment Contract

The execution of the Acceptance Agreement (hereto attached) by the Secretary or his duly authorized representative, shall cause this offer to become a binding contract between the planter and the Secretary.

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

Acceptance by the Secretary shall cause this offer to become a binding contract between the producer and the Secretary.
-All "1933 Tobacco Contracts"

b. 1934 Tobacco Contracts

Acceptance by the Secretary shall cause this offer to become a binding contract between the producer and the Secretary.
-All "1934 Tobacco Contracts"

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Acceptance by the Secretary shall cause this instrument to become a binding contract between the producer and the Secretary.
-Wheat Allotment Contract.
See, also, "Acceptance of Wheat Contract" W-29

SUPPLEMENT

B. ACCEPTANCE OF OFFERS BY THE SECRETARY OF AGRICULTURE

2. Cotton Adjustment Plan

b. 1934 and 1935 Cotton Acreage Reduction Contract

It is stipulated that upon its acceptance by the Secretary this document shall constitute a part of the contract documents relating to the contract bearing the serial number indicated hereon and that no notice of such acceptance need be given by the Secretary unless additional acreage for rent in 1935 is offered herein. If additional acreage for rent in 1935 is offered herein, such offer will become binding as a part of the contract bearing the serial number indicated hereon, as extended for 1935, upon acceptance by the Secretary of the offer of such additional acreage by placing of the Secretary's Notice of Acceptance in the regular course of mailing.

-1935 Supplementary Document re 1934 and 1935 Cotton Acreage Reduction Contract (Cotton 104, Feb. 9, 1935)

It is stipulated that upon its acceptance by the Secretary this document shall constitute a part of the contract documents relating to the contract bearing the serial number indicated hereon. Any amendment in basic figures stipulated herein and the offer (if any) of additional acreage to the Secretary for rent in 1935 will become binding as a part of the contract bearing the serial number indicated hereon, as extended for 1935, upon acceptance by the Secretary of this instrument by placing of the Secretary's Notice of Acceptance in the regular course of mailing.

-1935 Amendment and 1935 Supplementary document re 1934 and 1935 Cotton Acreage Reduction Contract. (Cotton 102, Feb. 13, 1935)

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

Placing of the Secretary's acceptance in the regular course of mailing shall cause this offer to become a binding contract.

[1]This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

(1) Administrative Rulings Pertinent

Acceptance by Secretary subject to the modification of paragraph 17 (b)
-See: Peanut Adm. Ruling No. 4, March 21, 1935.
See also Form P. N. 15.

Acceptance by Secretary subject to adjustment of allotted peanut acreage.
-See: Peanut Adm. Ruling No. 2, March 21, 1935.
See also Form P. N. 15.

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

Execution by the Secretary or his authorized agent of the "Acceptance by the Secretary", set forth in section 36 shall cause this offer to become a binding contract between the grower and the Secretary.

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

Execution by the Secretary or his authorized agent of the "Acceptance by the Secretary", hereinbelow contained, shall cause this proposal and offer to become a binding contract between the plantation-producer and the Secretary.
Hawaiian Sugarcane Contract.

f. Florida Sugarcane Production Adjustment Contract

Execution by the Secretary, or his authorized agent of the "Acceptance by the Secretary" attached hereto shall cause this offer to become a binding contract between the producer and the Secretary.

5. Tobacco Adjustment Plan

c. 1935 Tobacco Contracts

Acceptance by the Secretary shall cause this offer to become a binding contract between the producer and the Secretary.

Special Base Tobacco Contract Form T-173 Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N. Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

This contract shall become effective upon acceptance by the Secretary.
-Sec. 13. 1935 Supp. Wheat Contract

Continuation of Contract during 1936
1935 Supp. Wheat Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

This offer shall become a binding contract upon its acceptance by the Secretary.
-Sec. 1.

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

C. WHAT MAY OR SHALL BE INCLUDED IN A SINGLE CONTRACT

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

(1) Administrative Rulings Pertinent

Each contract to cover only one farming unit
-see, Corn-Hog Admr. Ruling No. 6 (Dec. 28, 1933)
Cases where all or part of the contracted acres are located on a portion of the farm rented on shares from no more than one landlord.
-see, Corn-Hog Admr. Ruling No. 7 (Dec. 28, 1933)
Cases where the contracted acres in a farming unit are to be located on land rented on shares from different landlords.
-see, Corn-Hog Admr. Ruling No. 8 (Dec. 28, 1933)
Cases where separate farms are owned or operated by the producer.
-see, Corn-Hog Admr. Ruling No. 10 (Dec. 28, 1933)

b. 1935 Corn-Hog Contract

(1) Administrative Rulings Pertinent

All of the farming unit must be covered by a 1935 Corn-Hog contract or contracts but no 1935 Corn-Hog contract shall cover more than one farming unit.
-see, Corn-Hog Admr. Ruling No. 110 (Dec. 6, 1934)
Definition of "farming unit"
-see, Corn-Hog Admr. Ruling No. 108 (Dec. 6, 1934)

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

b. 1934 and 1935 Cotton Acreage Reduction Contract

(1) Administrative Rulings Pertinent

Cases where tracts of land operated by managing share-tenants.
-see, Cotton Admr. Ruling No. 5 (Dec. 1933)
Instances where operating owners, landlords, or cash tenants may enter all their holdings as one farm under a single contract.
-see, Cotton Admr. Ruling No. 6 (Dec. 1933)

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

-see, Form PN-2

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

(1) Administrative Rulings Pertinent

Joint compliance on farms each under contract, owned or controlled by one or more parties but farmed as one unit by one producer.
-see, Sugar Beet Admr. Ruling No. 1 (Jan. 8, 1935)
To permit more than one contract to producers controlling more than one farm.
-see, Sugar Beet Admr. Ruling No. 2 (Jan. 8, 1935)

5. Tobacco Adjustment Plan

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

(1) Administrative Rulings Pertinent

Instances where one contract may be entered into and instances where separate contracts must be entered into.
-see, Wheat Admr. Ruling No. 6 (Sept. 21, 1933)
Joint Wheat Allotment Contracts and compliance on farms operated by tenants of a single owner.
-see, Wheat Admr. Ruling No. 28 (Oct. 10, 1933)

II PERFORMANCE BY PRODUCER

A. Reduction of Acreage Planted to a Specific Commodity and/or Rental of Land to the Secretary
B. Limitations on Production and Marketing
C. Determination of Base Acreage and/or Base Production
D. Growing of Specific Commodity on Noncontracted Acres
E. Limitation on Crops and Commodities Other Than the Specific Commodity Covered by a Particular Contract
F. Use of Contracted or Rented Acres
G. Nature of Rented or Contracted Acres
H. Posting or Identification of Land
I. Access of Secretary or His Agents to Farm and Records
J. Sale, Assignment, etc., of Contract or Rights Under
K. Contract Undertakings as Covenants Running with Land
L. Retention of Tenants and Protection of Their Interests
M. Use of Fertilizers and/or Unusual Cultural Methods
N. Restriction on Dealings of Producer with Third Persons
O. Conformance with Administrative Rulings and Regulations
P. Misstatements, Noncompliance and Penalties Therefor
Q. Effect of Breach of One Contract on Other Contracts
R. Set-off of Indebtedness to the United States
S. Application for Membership in Production Control Associations
T. Secretary's Privilege to Extend Contract
U. Statements of Consent
V. Signers of Contracts
W. Signing of Contracts in a Representative Capacity
X. Miscellaneous
    (A) Right of Secretary or Agent to Enter Land to Specifically Enforce the Contract
    (B) Use of Marketing Cards
    (C) Disposal of Surplus Production
    (D) Promise to Continue Operation of Farm
    (E) Child Labor
    (F) Fixing of Minimum Wages
    (G) Adjudication of Disputes

SUPPLEMENT

C. WHAT MAY OR SHALL BE INCLUDED IN A SINGLE CONTRACT

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

(1) Administrative Rulings Pertinent

See also: Nos. 1 to 5, March 21, 1935.

" Form P. N. 15.

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

(1) Administrative Rulings Pertinent

The first paragraph of Administrative Ruling No. 1 is hereby amended to read as follows:

When a producer of sugar beets controlling the use of more than one farm (all located in the same district of which such farms are determined by the Secretary of Agriculture to be a part) upon which sugar beets have been or are to be grown, holds one or more of such farms as a tenant; he may execute, under the discretion of the county agent, a Sugar Beet Production Adjustment Contract for each farm controlled by him or include all such farms under a single contract.

-Amendment to Sugar Beet Adm. Ruling No. 1. (April 3, 1935)

Form for use where more than one form is included under one contract.

-Sugar Beet Production Adj. Contract, Supp. No. 1. (Form Sugar 7, October, 1934).

Form for use in which producer controls the use of farms in other factory districts on which sugar beets are being grown.

-Sugar Beet Production Adj. Contract, Supp. No. 2. (Form Sugar 8, October, 1934).

c. Philippine Sugarcane Production Adj. Contract

-1933 Producers' Agreement as to Future Land, Form Sugar 17 (Jan. 10, 1935).

d. Puerto Rico Sugarcane Production Adjustment Contract

Production and farms covered herein. The producer represents that the sugar cane produced and delivered to sugar factories or otherwise marketed for the crop years 1930-31, 1931-32, 1933-34, (hereinafter referred to as the "base period") was, and that the 1934-35 production on this farm is, as indicated in the table in Section 34. (The term "crop year" as used herein, shall mean the period August 1 of the first mentioned year, to July 31 of the second mentioned year.) The crop years 1934-35 and 1935-36 are hereinafter sometimes referred to as the 1935 and 1936 crop years respectively.)

The producer agrees that such of the acreage and production figures contained herein as are not supported by substantiating evidence acceptable to the Secretary may be corrected by the Secretary based upon the best available information.

-Puerto Rico Sugar Cane Contract, Sec. 1.

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

The term "plantation" as used herein shall mean all the land under the control of the plantation-producer by ownership, lease, license, right of occupancy and cultivation, or otherwise, which is suitable for the growing of sugarcane, and upon which the plantation-producer grows sugarcane during any of the crop years 1935, 1936, or 1937.

Sec. 3.

5. Tobacco Adjustment Plan

b. 1934 Tobacco Contracts

See: Application for combination of tobacco contracts for 1935 (Form T-171, Feb., 1935)

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Continuation of Contract during 1936
1935 Supp. Wheat Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

This contract shall apply to every farm upon which the producer participates in any manner in the production of rice in 1935 (hereinafter referred to as "the farm(s) covered by this contract").

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

(b) "Farm" means one contiguous tract of land operated as one unit substantially separate from any other such tract of land.

-Southern Rice Admin. Ruling No. 1
(April 18, 1935)

b. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

"Farm" or "ranch" means one contiguous tract of land operated as one unit substantially separate from any other such tract of land.

-Calif. Rice Admin. Ruling No. 1
(April 18, 1935)

A. REDUCTION OF ACREAGE PLANTED TO A SPECIFIC COMMODITY AND/OR RENTAL OF LAND TO THE SECRETARY. [1]

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

The producer shall reduce the acreage planted to field corn (hereinafter referred to as "corn") in 1934 on the farm described above (hereinafter referred to as "this farm") not less than 20 percent below the adjusted average acreage planted to corn for 1932 and 1933 on the land now in this farm (hereinafter referred to as the "1932-33 average corn acreage"). The producer may, in 1934, retire from corn production as many acres in excess of such 20 percent as he may desire, but corn reduction pursuant to this contract not in excess of 30 percent of such 1932-33 average corn acreage, unless otherwise authorized by the Secretary.

- Corn-Hog Contract, Section 1

(1) Administrative Rulings Pertinent

Provision for exemption from corn reduction if the average number of acres planted to corn on the land included under a contract, exclusive of corn for silage or cut green, was less than 10 acres in 1932-1933.

-see: Corn-Hog Admr. Ruling, No. 17 (Dec. 28,1933) as amended by Admr. Ruling, No. 39 (Jan. 29, 1934)

Provision as to permission to plant corn in 1934 in excess of 1932-33 average corn acreage of farming unit, if during 1932 or 1933 all the cultivated acres on a farming unit to be covered by a corn-hog reduction contract were planted to canning crop.

-see: Corn-Hog Admr. Ruling, No. 49 (March 19,1934)

Planting of fodder corn and grain sorghums for roughage purposes on contracted or rented acres in drought areas.

-see: Corn-Hog Admr. Ruling,No.62 (June 30,1934)

b. 1935 Corn-Hog Contract

The producer agrees to reduce the acreage planted in

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[1] See, Determination of Base Acreage and/or Base Production

1935 to field corn (herein referred to as "corn") on the land covered by this contract below the adjusted average acreage planted to corn on the same land in 1932 and 1933 (herein referred to as the "corn base"), by not less than that percentage of the corn base specified in item 2 of section 14A (which percentage must be not less than 10 nor more than 30 percent).

-Corn-Hog Contract, Sec. 1.

(1) Administrative Rulings Pertinent

Establishment of permissible production for 1935 in excess of corn or hog base.

-see, Corn-Hog Admr.Ruling No.128 (Dec.6,1934)

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

I offer to the Secretary of Agriculture on behalf of the United States ____acres of cotton on the above-mentioned farm as indicated by "X" on the attached map of the farm, which is made a part of this contract, and agree to take out of production the crop of cotton now growing thereon in accordance with such regulations as are or may hereafter be prescribed.

I agree that the number of acres offered, and, correspondingly, the total compensation payable under paragraph 11, may be reduced by the Secretary at the time the offer is accepted.

-Offer to Enter Into Cotton Option-Benefit or Benefit Contract, Sec. 7

(1) Cotton Regulations Pertinent

No offer by a producer to take out of production less than 25 percent or more than 50 percent of his 1933 cotton acreage will be accepted unless approved by the Secretary or the state director of extension.

-Cotton Regulations, series 1, Sec. 202 (July, 1933)

The cotton crop on the land to be taken out of production by any producer must be a fair average, as to estimated yield per acre, of the crop on all his land that is planted to cotton.

-Offer to Enter Into Cotton Option Benefit Contracts, Sec. 203 (July, 1933)

b. 1934 and 1935 Cotton Acreage Reduction Contract

(1934)

The producer shall reduce the acreage to be planted to cotton in 1934 on this farm by not less than thirty-five percent (35%) and not more than forty-five (45%) below the base acreage (provided, however, that the total reduction of all producers offering to enter into 1934 and 1935 Cotton Acreage Reduction Contracts within the above-named county or parish shall not exceed forty percent (40%) of the total base acreages of such producers), and hereby rents ____acres of cotton land equal to ____percent of the base acreage to the Secretary for the year 1934 * * *.

-1934 and 1935 Cotton Contract, Sec. 1

(1935)

* * *Reduce the acreage planted to cotton in 1935 on this farm by an amount not to exceed twenty-five percent (25%) below the base acreage, said amount, if any, to be prescribed by the Secretary and said number of acres is hereby rented to the Secretary for the year 1935. * * *This contract shall apply only for 1934 unless the Secretary shall, not later than December 1, 1934, proclaim his purpose of continuing the Cotton Acreage Reduction Plan for 1935. This proclamation shall state percentage of reduction which will be required hereunder for 1935. The Secretary shall not be required to give any notice to the producer other than public proclamation, which proclamation shall be given to the general press, and copies mailed to each county committee.

-1934 and 1935 Cotton Contract, Sec. 1

The producer under each 1934 and 1935 Cotton Acreage Reduction Contract shall reduce the acreage planted to cotton for harvest during the year 1935 on the farm covered by such contract twenty-five percent (25%) below the base acreage of such farm as defined under such contract.

-Proclamation Continuing Contract In Effect, Sec. 3.

The Secretary of Agriculture will accept the rental of additional acres not to exceed five percent (5%) of such base acreage and make rental payments for the rented acres not to exceed thirty percent (30%) of such base acreage on the basis set forth in paragraph 5 of this proclamation.

-Proclamation Continuing Contract in Effect, Sec. 4.

3. Peanut Adjustment Plan

a. Peanut Adjustment Contract

The acreage planted to peanuts in 1935 on the above-mentioned farm(s) hereinafter referred to as "this farm", shall not exceed the allotted peanut acreage allowed to this farm, which shall be determined to be whichever of the following is elected by the producer; subject, however, to correction and adjustment, in accordance with the terms of paragraph 4.

(a) The average acreage planted to peanuts on this farm in 1933 and 1934.

(b) 90 percent of the acreage planted to peanuts on this farm in 1934.

(c) 90 percent of the acreage planted to peanuts on this farm in 1933.

-Peanut Contract, Sec. 2.

4. Sugar Beet and Sugarcane Adjustment Contract

a. Sugar Beet Production Adjustment Contract[1]

The "acreage allotment" for this farm shall be determined by the Secretary from the base acreage, specified above, within thirty (30) days after the signing of this contract and such amount (subject to adjustment under sec. 5) shall be deemed to be incorporated as a part of this contract. Such acreage allotment shall be a pro rata share of the total acreage allotments for the district of which this farm is determined by the Secretary to be a part. Provided, however, that such total acreage allotments shall not be less than 90 percent of the total acres planted in such district in the crop year 1933.

-Sugar Beet Contract, Sec. 3.

The acreage allotment, as defined in section 3, may be adjusted in the discretion of the Secretary as follows:

(a) If the Secretary shall determine for the year 1936, prior to the planting of sugar beets for that crop year, that the carry-over of sugar beets or sugar manufactured from beets into 1936 plus the estimated production for that crop year (unless adjusted pursuant to this paragraph) would exceed the quota for the United States beet-sugar area plus an amount equal to the normal carry-over, then the Secretary may revise uniformly the acreage allotments for all producers. Provided, however, that if in any sugar-beet area, by reason of conditions not within control of the producers, such producers have not equalled their total estimated production for the

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[1]See, Secretary's Privilege to Extend Contract

preceding year, the above revision may be adjusted in their behalf.

(b) The Secretary may, for a particular crop year, offer a producer an increased acreage allotment. Upon the producer's acceptance of such increased allotment, the producer shall be bound by all of the provisions of the contract as regards such increase for that particular year.

(c) The producer agrees to notify the Secretary, for each of the crop years of 1935 and 1936, on or before a specified date to be announced by the Secretary (which date shall be a reasonable period before the opening of the planting season for each such crop year), what part of his acreage allotment such producer intends to plant. If the producer gives notice of intention to plant less than his acreage allotment or does not plant his full acreage allotment on or before a specified date to be announced by the Secretary, then the Secretary shall revise downward accordingly such producer's acreage allotment, and such adjusted acreage allotment shall be his acreage allotment for that year, but the producer shall not thereby lose his right to plant in the following year his acreage allotment as herein otherwise determined.

-Sugar Beet Contract, Sec. 5.

b. Sugarcane Production Adjustment Contract (Louisiana)

The producer further agrees (1) that the acreage of sugarcane planted on this farm in 1935 and, in case the Secretary exercises his privilege under section 19, then also for 1936, for sugarcane to be delivered to sugar factories shall not be in excess of the acreage necessary on the basis of the average yield per acre of this farm to produce the production allotted to this farm; (2) that the acreage of sugarcane to be used for seed for the 1936 crop shall not be in excess of the acreage necessary to supply seed sufficient to produce the production allotment for this farm, except where it is established that this farm was engaged in producing sugarcane for seed on a commercial basis; and (3) that, in the event, the producer delivered sugarcane to sirup factories in the crop year 1934, the acreage of sugarcane grown on this farm for delivery to sirup factories in the crop year 1935 and/or 1936 shall not be greater than the acreage grown for such deliveries in the crop year 1934, except as may be permitted under a contract between the producer and the Secretary. If the producer plants or has planted acreage in excess of that permitted under this section, the Secretary may withhold all payments due hereunder until such time as the acreage is adjusted to the limits provided.

-Sugarcane Contract, Sec. 6

c. Philippine Sugarcane Production Adjustment Contract

The planter agrees to have under cultivation on the planter's land, 15 days after the completion of the milling of his planter's benefit payment sugar allotment no more sugarcane than is determined by the Secretary to be sufficient to produce the planter's 1935-36 sugar requirements.

-Philippine Sugarcane Contract, Sec. 14

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

(1933)

These shall be left unharvested on each acre planted to tobacco in 1933 on the above mentioned farm, hereinafter referred to as "this farm", an average of four (4) tobacco stalk leaves per tobacco plant.

-Georgia-Florida Type 62 Contract (Form T 10), Sec. 2

The total quantity of tobacco of the 1933 crop marketed from this farm shall not exceed, in pounds, 960 times the number of "contracted acres". The number of "contracted acres", for the purposes of this agreement, shall be computed as follows: (a) The number of those acres on this farm on each of which not less than 6,000 tobacco plants suitable for harvest are grown in 1933; plus (b) the number of tobacco plants suitable for harvest grown in 1935 on all other land on this farm divided by 8,000.

-Georgia-Florida Type 62 Contract (Form T 10), Sec. 3

There shall be taken out or kept out of tobacco production in 1933 on the above-mentioned farm, hereinafter referred to as "this farm", fifty percent (50%) of the base tobacco acreage chosen for this farm in paragraph 3, and the acreage of tobacco harvested on this farm in 1933 shall not exceed the remaining fifty percent (50%) of such base tobacco acreage. The land taken out or kept out of tobacco production as provided in this paragraph shall be referred to hereinafter as "the contracted acreage of 1933".

-Miami Valley Types 42,43,44 Contract, Sec. 2
-New England Types 51 and 52 Contract, Sec. 2
-Pennsylvania Type 41 and New York-Penn. Type 53 Contract, Sec. 2
-Wisconsin Types 54 and 55 Contract, Sec. 2

(1934)

In further consideration of the payments stipulated in paragraph 9, the Secretary or his authorized agent shall have the privilege of requiring that the producer shall not harvest tobacco acreage in the years 1934 and/or 1935 in excess of the base tobacco acreage established for this farm in the manner set forth below, or of requiring that in 1934 and/or in 1935 only certain acreages, to be hereafter specified by the Secretary, less than or in addition to said base tobacco acreage shall be harvested.

-Georgia-Florida Type 62 Contract (Form T 10), Sec. 10

The tobacco acreage harvested in 1934 on said farm shall not exceed the "tobacco acreage allotment" for said farm which shall be the base tobacco acreage unless such base tobacco acreage is in excess of five (5) acres. If said base tobacco acreage is in excess of five (5) acres the tobacco acreage allotment for said farm shall be two-thirds (2/3) of said base tobacco acreage, but in no event less than five (5) acres.

-Notice of Exercise of Privilege of Secretary of Agriculture with respect to 1934 crop, Type 62 Tobacco (Dec. 28, 1933) [1]

The Secretary or his authorized agent shall have the privilege of requiring either (1) that the producer shall limit in the year 1934 the acreage of this farm for tobacco to fifty percent (50%) of the base tobacco acreage chosen for this farm in paragraph 3, or (2) that any increase beyond such fifty percent (50%) shall not exceed an amount to be hereafter designated by the Secretary or his authorized agent. Such privilege may be exercised by notice thereof in writing mailed prior to April 1, 1934, to the producer at the above address.

-Miami Valley Types 42,43,44 Contract, Sec. 18
-New England Types 51 and 52 Contract, Sec. 18
-Pennsylvania Type 41 and New York-Penn. Type 53 Contract, Sec. 18
-Wisconsin Types 54 and 55 Contract, Sec. 18

There shall be kept out of tobacco production on the farm described in the aforesaid contract, hereinafter referred to as "this farm", fifty percent (50%) of the base tobacco acreage chosen for this farm in accordance with the provisions of paragraph 3 of the said contract, and the acreage of tobacco harvested on this farm in 1934 shall not exceed the remaining fifty percent (50%) of

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1 The Notice stated: "You will also be given the opportunity of entering into a new Tobacco Production Adjustment Contract for 1934, which ratifies the terms of the 1933 contract and provides for additional benefits in exchange for certain additional undertakings by you."

such base acreage. The land kept out of tobacco production as herein provided shall hereafter be referred to as the "contracted acreage of 1934".

-Notice of exercise of privilege of Secretary of Agriculture with respect to 1934 production of tobacco, pursuant to the provisions of section 18 of the following Tobacco Acreage Reduction contracts:

-Miami Valley Types 42,43,44
-New England Types 51 and 52
-Pennsylvania Type 41 and New York-Penn. Type 53
-Wisconsin Types 54 and 55

There shall be kept out of tobacco production in 1934 on the above-mentioned farm, hereinafter referred to as "this farm" (as chosen by producer): [1]

(a) One third (1/3) of the base tobacco acreage chosen for this farm in paragraph 2 hereof; or
(b) Fifty percent (50%) of the base tobacco acreage chosen for this farm in paragraph 2 hereof; or
(c) One hundred percent (100%) of the base tobacco acreage chosen for this farm in paragraph 2 hereof.

If subsection (a) above is chosen, the acreage of tobacco planted on this farm in 1934 shall not exceed the remaining two thirds (2/3) of such base tobacco acreage. If subsection (b) above is chosen, the acreage of tobacco planted on this farm in 1934 shall not exceed the remaining fifty percent (50% of such base tobacco acreage. If subsection (c) above is chosen, no tobacco shall be planted on this farm in 1934. The land kept out of tobacco production as provided in this paragraph shall be referred to hereinafter as "the contracted acreage of 1934."

(Upon acceptance of this rider by the Secretary this paragraph shall, for the year 1934, be substituted for and shall for 1934, supersede the provisions of the contract as set forth in numbered paragraph 1 of the notice of the Secretary.)

-Sec. 1, Rider A to the following Tobacco Acreage Reduction contracts;

-Miami Valley Types 42,43,44
-New England Types 51 and 52
-Pennsylvania Type 41 and New York-Penn. Type 53
-Wisconsin Types 54 and 55

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1 See Tobacco Admr. Ruling No. 22 for conditions under which acreage of tobacco planted may exceed tobacco acreage allotment under Flue-cured Tobacco Adjustment Contract.

(1935)

In further consideration of the payments stipulated in paragraph 9, the Secretary or his authorized agent shall have the privilege of requiring that the producer shall not harvest tobacco acreage in the years 1934 and/or 1935 in excess of the base tobacco acreage established for this farm in the manner set forth below, or of requiring that in 1934 and/or in 1935 only certain acreages, to be hereafter specified by the Secretary, less than or in addition to said base tobacco acreage shall be harvested.

-Georgia-Florida Type 62 Contract, Sec. 10

The Secretary or his authorized agent shall have the privilege of requiring either (1) that the producer shall limit in the year 1935 the acreage of this farm for tobacco to fifty percent (50%) of the base tobacco acreage chosen for this farm in paragraph 3, or (2) that any increase beyond such fifty percent (50%) shall not exceed an amount to be hereafter designated by the Secretary or his authorized agent. Such privilege may be exercised by notice thereof in writing mailed prior to April 1, 1935, to the producer at the above address.

-Miami Valley Types 42,43,44 Contract, Sec. 19
-New England Types 51 and 52 Contract, Sec. 19
-Pennsylvania Type 41 and New York-Pennsylvania Type 53 Contract, Sec. 19
-Wisconsin Types 54 and 55 Contract, Sec. 19

The Secretary or his authorized agent shall have the privilege of requiring either (1) that the producer shall limit the acreage of tobacco planted on this farm in 1935 to the acreage chosen by the producer from the options presented in paragraphs 1 and 2 hereof, or (2) that any increase beyond such acreage shall not exceed an amount to be hereafter designated by the Secretary or his authorized agent. Such privilege may be exercised by a notice thereof in writing mailed to the producer on or before April 1, 1935. In the event such privilege is exercised by the Secretary or his duly authorized agent, all the terms and conditions of this rider, except paragraph 6 (which provides for a supplemental payment for 1934) shall apply to the 1935 production of tobacco on this farm.

-Miami Valley Types 42,43,44 Contract, Rider A, Sec. 10
-New England Types 51 and 52 Contract, Rider A, Sec. 10
-Pennsylvania Type 41 and New York-Pennsylvania Type 53 Contract, Rider A, Sec. 10
-Wisconsin Types 54 and 55 Contract, Rider A, Sec. 10

b. <u>1934 Tobacco Contracts</u>.

(1934)

There shall be kept out of tobacco production in 1934 on this

farm:

(1) Thirty-three and one third percent (33-1/3%) of the base tobacco acreage chosen for this farm in paragraph 3, or

(2) Fifty percent (50%) of the base tobacco acreage chosen for this farm in paragraph 3.

A number of acres equal to such _____perent (____%) as shwon above is hereby rented to the Secretary and such acres shall be hereinafter referred to as "rented acres". The acreage of tobacco planted on this farm in 1934 shall not exceed the remaining _____ percent (____%) of the base tobacco acreage and shall hereinafter be referred to as the "tobacco acreage allotment."

-Burley Type 31 Contract, Sec. 4[1]

There shall be kept out of tobacco production in 1934 on this farm thrity percent (30%) of the base tobacco acreage chosen for this farm in paragraph 3, and the number of acres equal to such thirty percent (30%) are hereby rented to the Secretary. The acres so rented to the Secretary are hereinafter referred to as the "rented acres." The acreage of tobacco planted on this farm in 1934, shall not exceed the remaining seventy percent (70%) of this base tobacco acreage, and shall hereinafter be referred to as the "tobacco acreage allotment."

-Dark Air-cured Types 35,36,37 Contract, Sec. 4(a) [1]

There shall be kept out of tobacco production in 1934 on this farm twenty-five percent (25%) of the base tobacco acreage chosen for this farm in paragraph 3, and the number of acres equal to such twenty-five percent (25%) are hereby rented to the Secretary. The acres so rented to the Secretary are hereinafter referred to as the "rented acres." The acreage of tobacco planted on this farm in 1934 shall not exceed the remaining seventy-five percent (75%) of the base tobacco acreage, and shall hereinafter be referred to as the "tobacco acreage allotment."

-Fire-cured Types 21,22,23,24 Contract, Sec. 4(a) [1]

There shall be kept out of tobacco production in 1934 on the above-mentioned farm(s), hereinafter referred to as "this farm", thirty percent (30%) of the base tobacco acreage chosen for this farm in paragraph 3, and a number of acres equal to such thirty percent (30%) are hereby rented to the Secretary. The acres so rented to the Secretary are hereinafter referred to as the "rented acres." The acreage of tobacco planted on this farm in 1934 shall not exceed the remaining seventy percent (70%) of the base tobacco

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1 In case contract executed subsequent to the harvesting of the 1934 tobacco crop, Rider B makes this section inoperative.

acreage and shall be hereinafter referred to as the "tobacco acreage allotment."

-Flue-cured Types 11,12,13,14 Contract, Sec. 2(a)

There shall be left unharvested on each acre of tobacco in 1934 on the above-mentioned farm, hereinafter referred to as "this farm", an average of four (4) top stalk leaves per tobacco plant.

The acreage planted to tobacco on this farm in 1934 shall not, except as provided in paragraph 5, exceed the "tobacco acreage allotment" for this farm which shall be the base tobacco acreage, unless such base tobacco acreage is in excess of five (5) acres. If said base tobacco acreage is in excess of five (5) acres, the tobacco acreage allotment for this farm shall be two thirds (2/3) of said base tobacco acreage, but in no event less than five (5) acres. The tobacco acreage allotment is also set out in detail on the schedule, Form T 80, attached hereto and made a part of this contract, the contents of which form T 80 the producer represents to be in accord with the provisions of paragraphs 3 and 4 of this contract.

On or before March 1, 1934, the producer shall notify the Secretary or his authorized agent of the number of acres of tobacco to be planted on this farm in 1934, not in excess of the "tobacco acreage allotment" as provided in paragraph 4 herein. If such acreage is less than the tobacco acreage allotment of this farm, the difference, for 1934 only, shall be deducted from the tobacco acreage allotment for this farm and added prorata to the tobacco acreage allotments for other farms covered by like contracts.

The number of acres representing the difference between the base tobacco acreage and the tobacco acreage allotment shall be referred to hereinafter as "the contracted acres", and shall not be planted in tobacco during the term of this contract but shall be used only as provided herein in paragraph 10.

-Georgia-Florida Type 62 Contract (Form T 78), Secs. 2,4,5,6

There shall be kept out of tobacco production in 1934 on this farm twenty-five percent (25%) of the base acreage for this farm as defined in paragraph 3(a), and a number of acres equal to such twenty-five percent (25%) is hereby rented to the Secretary as the rented acreage for 1934. The acreage of tobacco planted on this farm in 1934 shall not exceed the remaining seventy-five percent (75%) of the base acreage.

-Maryland Type 32 Contract, Sec. 4(a)

Second and third crops of tobacco shall not be harvested from the acreage of tobacco grown on this farm in 1933-34, and the tobacco acreage which may be grown for harvest on this farm, (hereinafter referred to as "the allotted tobacco acreage") in 1934-35 shall be

one of the following, as chosen by the producer:

(a) Sixty percent (60%) of the base tobacco acreage for this farm, from which only the first and second crops of tobacco shall be harvested.

(b) Seventy-five (75%) of the base tobacco acreage for this farm, from which only the first crop of tobacco shall be harvested.

-Puerto Rican Type 46 Contract, Sec. 4

There shall be kept out of tobacco production in 1934-35 forty percent (40%) of the base tobacco acreage for this farm in case option (a) is chosen, and twenty-five (25%) of the base tobacco acreage for this farm in case option (b) is chosen. The acreage kept out of production shall be referred to hereinafter as the "rented acreage", and a number of cuerdas equal to the percentage of the base tobacco acreage that the producer agrees to keep out of production is hereby rented to the Secretary.

-Puerto Rican Type 46 Contract, Sec. 5

(1935)

The Secretary or his authorized agent shall have the privilege of requiring the producer to reduce the acreage and production of tobacco on this farm in 1935, provided that in no case shall the reduction exceed _____percent (____%) of the base tobacco acreage and base production chosen in paragraph 3. Such privilege may be exercised by a notice thereof in writing mailed to the producer at the above address prior to December 15, 1934. * * *

-Burley Type 31 Contract, Sec. 21 (fifty percent) [1]

-Dark Air-cured Types 35,36,37 Contract, Sec. 21 (thirty percent)[1]

-Fire-cured Types 21,22,23,24 Contract, Sec. 21 (twenty-five percent) [1]

-Flue-cured Types, 11, 12, 13, 14 Contract, Sec. 21 (thirty percent)

-Maryland Type 32 Contract, Sec. 18 (thirty percent)

There shall be kept out of tobacco production in 1935 on the farm(s) covered by the contract (hereinafter referred to as "this farm") _____percent (____%) of the base tobacco acreage chosen for this farm in paragraph 3 of said contract. A number of acres equal to _____percent (_____%) of the said base tobacco acreage is hereby rented to the Secretary and constitute for 1935 the "rented acres" referred to in the contract and in this notice.

-Notice of Exercise of Privilege of Secretary of Agriculture with respect to following contracts:

-Burley Type 31, Sec. 1 (forty percent)

-Dark Air-cured Types 35,36,37, Sec. 1 (twenty percent)

-Fire-cured Types 21,22,23,24, Sec. 1 (twenty percent)

-Flue-cured Types 11,12,13,14, Sec. 1 (fifteen percent)

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[1] Where contract executed subsequent to the harvesting of the 1934 tobacco crop, See Rider B, Parts A and C.

In further consideration of the payments stipulated in paragraph 20, the Secretary or his authorized agent shall have the privilege of requiring that the producer shall not harvest tobacco acreage on this farm, in 1935, in excess of the base tobacco acreage established for this farm, or of requiring that in 1935 only certain acreage, to be hereafter specified by the Secretary, less than or in addition to said base tobacco acreage shall be harvested. This privilege shall be exercised by notice thereof in writing mailed to the producer at the above address on or before January 1, 1935.

-Georgia-Florida Type 62 Contract, Sec. 21 (Form T 78)

Except as provided in paragraph 2 of this notice, the acreage planted to tobacco on the farm or farms covered by the contract (hereinafter referred to as "this farm") in 1935 shall not exceed the "tobacco acreage allotment" for 1935 for this farm, which shall be determined as follows:

(1) If the base tobacco acreage determined for this farm pursuant to Paragraph 5 of the contract is not in excess of five (5) acres, the tobacco acreage allotment shall be equal to said base tobacco acreage;

(2) If the base tobacco acreage is in excess of five (5) acres, the tobacco acreage allotment shall be eighty percent (80%) of said base tobacco acreage, but in no event less than five (5) acres.

-Notice of Exercise of Privilege of Secretary with Respect to 1935 Production, Georgia-Florida Type 62, Sec. 1

On or before March 1, 1935 the producer shall state on a form to be provided by the Secretary, either (a) the number of acres of tobacco to be planted on this farm in 1935, if not in excess of the tobacco acreage allotment as prescribed in paragraph 1 of this notice; or (b) that it is desired to plant in 1935 an acreage of tobacco in excess of said tobacco acreage allotment. If an acreage is stated by the producer, pursuant to "(a)" above, which is less than the tobacco acreage allotment for 1935, the difference will be added pro rata to the tobacco acreage allotments for 1935 for those farms, covered by like contracts, with respect to which alternative "(b)", above, shall have been chosen.

-Notice of Exercise of Privilege of Secretary with Respect to 1935 Production, Georgia-Florida Type 62, Sec. 2.

The Secretary or his authorized agent shall have the privilege of requiring the producer to reduce the acreage of tobacco on this farm in 1935-36 provided that in no case shall the reduction exceed forty percent (40%) of the base tobacco chosen for this farm. Such privilege may be exercised by notice thereof in writing mailed to the producer at the above address prior to September 1, 1935.

-Puerto Rican Type 46 Contract, Sec. 22

(1) Administrative Rulings Pertinent

Conditions under which acreage planted to tobacco may exceed tobacco acreage allotment for 1935.
-Tobacco Admr. Ruling No. 37, applicable to Flue-cured Types 11,12,13,14 Tobacco Production Adjustment Contract.

6. Wheat Adjustment Plan

a. Wheat Allotment Contract [1]

The acreage to be seeded to wheat for each of the crop years 1934 and 1935 on the above-mentioned farm (hereinafter referred to as "this farm") shall be reduced below the average annual acreage (as fixed in the application) by an amount to be prescribed by the Secretary, but in no event shall such amount of reduction to be prescribed by the Secretary exceed 20 percent of the average annual acreage. Should an international agreement for the reduction of wheat acreage be entered into by the United States, then the acreage reduction specified in such international agreement shall be considered in determining (in such manner as the Secretary by the regulations shall prescribe) the reduction up to such 20 percent, to be thereafter prescribed for this farm. The land taken out or kept out of production pursuant to this contract for the crop year 1934 shall be referred to hereinafter as "the contracted acreage of 1934", and the land so taken out or kept out of production for the crop year 1935 shall be referred to hereinafter as "the contracted acreage of 1935."

In the event that no reduction is prescribed by the Secretary for the 1934 crop year and/or for the 1935 crop year, the acreage seeded to wheat on this farm for such year or years shall not exceed the average annual acreage.
-Wheat Allotment Contract, Sec. 1

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1 See, Limitations on Production and Marketing.

SUPPLEMENT

A. REDUCTION OF ACREAGE PLANTED TO A SPECIFIC COMMODITY AND/OR RENTAL OF LAND TO THE SECRETARY

1. Corn-Hog Adjustment Plan

b. 1935 Corn-Hog Contract

(1) Administrative Rulings Pertinent

Waiver of requirement of Corn-Hog Administrative Ruling 107 which relates to planting at least 25 percent of the corn base of the farming unit operated in 1934 by an applicant for a 1935 Corn-Hog Contract. Hog base in such case.
-See Corn-Hog Adm. Ruling No. 136 (March 15, 1935)

Allowance for Home Consumption--No Hog Payment Contracts.
-See Corn-Hog Adm. Ruling No. 140 (April 5, 1935)

2. Cotton Adjustment Plan

b. 1934 and 1935 Cotton Acreage Reduction Contract

See 1935 Supp. Document relating to 1934 and 1935 Contracts entered into in 1934. (Cotton 104, Feb. 9, 1935)
(Cotton 102, Feb. 13, 1935)

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

Reduce the acreage to be planted to cotton in 1935 on the farm described in section III of this contract (hereinafter referred to as "this farm") by not less than twenty-five percent (25%) and not more than thirty-five percent (35%) below the base acreage,[2] and hereby rents to the Secretary for 1935 an acreage of cotton land equal to not less than twenty-five percent (25%) nor more than thirty-five percent (35%) of the base acreage, as stated in item (d) of section IV. The acres hereby rented to the Secretary are referred to hereinafter as the "rented acres." All undertakings of the producer herein set forth are covenants which shall run with the land and shall bind all future purchasers, lessees, tenants, and encumbrancers of this farm or any part thereof. The rented acres on this farm shall be posted in such manner as the Secretary or his authorized agent may direct.
-Cotton 101, Sec. 1.

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[1] This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

[2] The base acreage shall be determined as prescribed in Administrative Ruling No. 2, Cotton 106.

3. Peanut Adjustment Plan

a. Peanut Adjustment Contract

(1) Administrative Rulings Pertinent

Adjustment of allotted acreage.
-See: Peanut Adm. Ruling No. 2, March 21, 1935.
See also Form P. N. 15.

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugar Cane Production Adjustment Contract

Allotments. (a) the "initial 1935 sugar cane allotment" and the "initial 1935 sugar allotment" for this farm shall be the number of tons of sugar cane and sugar respectively set forth in Section 33, which sugar cane allotment and sugar allotment may be adjusted at the discretion of the Secretary by increase or decrease of the same.

(b) The "initial 1936 sugar production allotment" for this farm shall be the number of tons of sugar set forth in section 33. Such allotment may be adjusted at the discretion of the Secretary by increase or decrease of the same, as the Secretary may determine, provided, however, that such adjusted sugar production allotment shall not be less than ninety percent of the initial sugar production allotment shown in said section, except that in case sugar cane was delivered for grinding from this farm in 1935 but not during the base period, the final sugar production allotment for the producer shall be determined by the Secretary after the Secretary shall have determined the producer's actual production of sugar for the 1935 crop year. If the base production of this farm, pursuant to section 2, is 15 tons of sugar, short tons, or less, the sugar production allotment of this farm for the 1935-36 crop year shall be such base production.
-Sec. 3.

See - Change in Legal Status

Contracted Sugar cane. The "estimated contracted sugar cane of the farm for 1935" shall be the quantity of sugar cane of usual grinding quality growing on this farm for grinding in the 1935 crop year in excess of the adjusted 1935 sugar cane allotment for this farm. The "contracted sugar cane of this farm for 1936" shall be the quantity of sugar cane growing on this farm for grinding in the 1936 crop year in excess of the quantity of sugar cane sufficient to fill the 1936 sugar production allotment for this farm. The producer agrees (a) not to market, or cause to be processed, any such contracted sugar cane or any part thereof; (b) not to sell any such contracted sugar cane or any part thereof to any factory or mill for processing; (c) to cut or cut back, destroy, or otherwise dispose of such contracted sugar cane or any part thereof as may be determined by the Secretary in such manner and at such time as may be prescribed by the Secretary; provided that the Secretary's determination of the quantity of sugar cane and the acreage thereof which shall constitute the contracted sugar cane of this farm shall be final, and provided further that the Secretary shall have the right to cause to be removed, all or any part of such contracted sugar cane to be disposed of as the Secretary shall determine.
-Sec. 4.

Agreement as to the Sale of Sugar cane. In the event the Secretary shall by order fix allotments for processors for the processing and/or transporting of sugar to the continental United States for consumption therein, the producer agrees not to sell or deliver sugar cane, during the crop years 1935 and 1936, to any processor who has not received such an allotment for the respective years 1935, 1936 or who the Secretary determines is in violation of such order.
-Sec. 5.

Agreement as to Processing and Marketing. If the producer, or any of his affiliates or subsidiaries, is a processor, it shall be a condition of this contract that such processor (1) shall accept and abide by all processing and marketing allotments for 1935 and 1936 of sugar for consumption in continental United States, and shall comply with all the provisions of any order or regulation of the Secretary fixing such allotments; (2) shall not (except as provided in section 9) accept or process into sugar the sugar cane of any producer (including the producer executing this contract) in excess of his 1935 sugar cane allotment or his 1936 production allotment as each may be adjusted; (3) shall acount to each producer for the sugar cane processed into sugar during the calendar year 1935 and 1936 without deducting for or requiring such producer to repurchase any sugar previously acquired from such producer; and (4) shall not during the

calendar year 1935 or during the calendar year 1936 market for consumption in Puerto Rico more than his pro rata share of the Puerto Rican consumption for each of such years, as determined by the Secretary, such pro rata share to be determined by applying to the amount so determined by the Secretary, the percentage which such processor's continental United States marketing allotment is of the total United States marketing quota for Puerto Rico for such year as fixed by the Secretary, which pro rata share shall, with the approval of the Secretary, be assignable in such manner as the Secretary may by order or regulation prescribe; and (5) shall not transport or sell for transportation for consumption in continental United States any sugar from stocks on hand as of January 1, 1935, except as provided in orders or regulations issued by the Secretary.

-Puerto Rico Sugar Cane Contract, Sec. 8.

(1) Administrative Rulings Pertinent

Processing sugarcane into molasses — permission to convert all or part of sugarcane of farm for 1935 into molasses.

-See Admin. Ruling No. 1 (Sugar 302) Mar. 4, 1935

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

The plantation-producer agrees that during each crop year of the effective period of this contract he will take from his adherent planters, and will mature for harvest and harvest on his own plantation, and mill therefrom, no more sugarcane than the amount necessary to fill his sugarcane requirements for each such crop year; and in addition enough to pay in kind any rental or milling toll due another plantation-producer which is included in the marketing allotment of such plantation-producer. In effecting such reduction to his sugarcane requirements, and in restricting new plantings of sugarcane for harvest in crop years subsequent to the crop year 1935, the plantation-producer undertakes that he will effect the entire reduction in production to sugarcane requirements required by the terms of this contract on his own plantation and that he will not curtail in any way the amount of sugarcane which he takes from or mills for his adherent planters; provided that if he shall alter or curtail the quantity or quality of fertilization used on his plantation, he may alter or curtail in a like or less degree the fertilization supplied to adherent planters; and provided further that where circumstances make it impracticable for the plantation-producer to effect on his own plantation the entire reduction to his sugarcane requirements required by this contract, he may be agreement, but not otherwise, between himself and one or more of his adherent planters, reduce, by appropriate means, the amount of sugarcane taken from any such adherent planter as part of the plantation-producer's

sugarcane requirements. Any dispute arising with respect to such reduction, including the necessity therefor, will be submitted to the Secretary for determination under the general adjudication clause, infra.

- Hawaiian Sugarcane Contract. Sec. 12

Where such reduction is effected with such adherent planter or planters, by agreement as aforesaid, the plantation-producer and the adherent planter or planters involved shall agree between themselves as to the amount and manner of reduction, and the compensation to be paid to such adherent planter or planters for such reduction. The plantation-producer will promptly pay to each adherent planter involved the compensation agreed upon. Any dispute arising with respect to such reduction will be submitted to the Secretary for determination under the general adjudication clause, infra.

- Hawaiian Sugarcane Contract. Sec. 13

See: Supp. to Hawaiian Plantation Producers Sugarcane Adj. Contract, (Acceptance Agreement of Adherent Planter) (Form No. 501 Sugar)

f. Florida Sugarcane Production Adjustment Contract

(a) Control of acreage.--The producer further agrees (1) that the acreage of sugarcane planted on this farm for the crop year 1935-36, and, in case the Secretary exercises his privilege under section 17, then also for the crop year 1936-37, for sugarcane to be manufactured into sugar, shall not be in excess of the acreage necessary, on the basis of the average yields per acre of said land or farm in the crop years 1932-33 and 1933-34 to produce the production allotment for this farm, and (2) that the acreage of sugarcane to be used for seed for the 1936-37 crop shall not be in excess of the acreage necessary to supply seed sufficient to produce the production allotment for this farm.

(b) Control of sugarcane.--The producer hereby agrees that the production of sugarcane for harvest on this farm for the crop year 1935-36, and, in case the Secretary exercises his privilege under section 17, for the crop year 1936-37, shall not exceed the production allotment for that crop year except as provided in subsection (d) below:

If the producer, for any crop year, produces sugarcane for harvest in excess of his production allotment, or grows more sugarcane for seed than is permitted hereunder, the Secretary may, in his discretion, either cancel this contract or continue this contract in force, in which case such excess sugarcane shall be forfeited to the Secretary and shall be disposed of in the manner determined by the Secretary in his discretion, or, if the producer had already disposed of such excess sugarcane, the Secretary shall be entitled to any rights or to any proceeds arising from such disposition.
-Sec. 5.

5. Tobacco Adjustment Plan

b. 1934 Tobacco Contracts

(1) Administrative Rulings Pertinent

Adjustment of Base Production for Burley, fire-cured, and dark air-cured tobacco production-adjustment contracts having abnormally low base yields.

See: Tobacco Administrative Ruling No. 38, T-77, Supp. 20 (Jan. 19, 1935)

Flue-cured tobacco contracts with base tobacco acreage of 3.2 acres or less.

Increase or decrease in base acreage or production found by County Committee to be abnormally low or higher than the correct figures, respectively.

See: Tobacco Administrative Ruling No. 41, Form T-77, Supp. 24, (Feb. 26, 1934).

Optional Allotment in 1935 for Contracting Producers with Base Tobacco Acreage of 1.2 acres or less; Burley Fire-Cured, and Dark Air-Cured Tobacco.

See: Tobacco Administrative Ruling No. 42, Form T-77, Supp. 25 (Feb. 23, 1935)

Conditions under which acreage planted in 1935 may exceed 66-2/3% of the Base Tobacco Acreage.
Pa. Type 41 & N.Y. Pa. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

See: Tobacco Administrative Ruling No. 44, Form T-179, (Mar. 29, 1935)
See also Tobacco Administrative Ruling No. 45, Form T-180 (Mar. 29, 1935) (cases where Rider A (Form T-91) has not been executed.

Optional Rental for 1935 of additional 10% of the base tobacco acreage to Secretary of Agriculture.
Fire-Cured and Dark Air-Cured Tobacco Production Adj. Contracts

See: Tobacco Administrative Ruling No. 47, Form T-77, Supp. 30 (May 1935)

See: Rider B to be attached to Burley Type 31, Fire-cured Types 21, 22, 23 and 24, or Dark Air-cured Types 35, 36 and 37 tobacco production adjustment contracts for those growers who did not sign in 1934. (Form T-164, Dec. 1934)

See: Application for combination of tobacco contracts for 1935 (Form T-171, Feb., 1935)

See Notice of Exercise of Privilege of Secretary of Agriculture, with respect to 1935 production of tobacco under the following contracts:

Georgia-Florida Type 62 (Form T-165, Dec. 1934)
Penn. Type 41 and New York-Penn. Type 53, Where Rider A (Form T-90) has been executed (Form T-177, March, 1935)
Penn. Type 41 and New York-Penn. Type 53, Where Rider A (Form T-90) has not been executed (Form T-178, March, 1935)
Miami Valley Types 42, 43 and 44, Where Rider A (Form T-91) has been executed (Form T-179, March, 1935)
Miami Valley Types 42, 43 and 44, Where Rider A (Form T-91) has not been executed (Form T-180, March, 1935)
New England Types 51 and 52, Where Rider A (Form T-92) has been executed (Form T-181, March, 1935)
New England Types 51 and 52, Where Rider A (Form T-92) has not been executed (Form T-182).
Wisconsin Types 54 and 55, Where Rider A (Form T-93) has been executed (Form T-183, March, 1935)
Wisconsin Types 54 and 55, Where Rider A (Form T-93) has not been executed (Form T-184, March, 1935)

c. <u>1935 Tobacco Contracts</u>

The producer agrees that the recommended base tobacco acreage for the farm in 1935 shall be either:

(1) The average acreage of tobacco planted on the farm in those years from 1929 to 1934, inclusive, in which tobacco was planted on the farm; or
(2) The average acreage of tobacco grown in the years 1929 to 1934, inclusive, by persons living on the farm in 1935; or
(3) The acreage of tobacco which could be produced on the farm in 1935 with tobacco barns, equipment and labor now on the farm,

whichever shall be selected by the county committee in accordance with instructions of the Secretary of Agriculture: <u>Provided</u>, That in no event shall the proportion that the recommended base acreage

bears to the land on the farm suitable for tobacco production be larger than the proportion for typical neighboring farms covered by tobacco production adjustment contracts.

The producer agrees that the recommended base tobacco production for the farm shall be the base tobacco acreage for the farm multiplied by the average base yield (base acreage divided by base production) for tobacco contracts covering typical neighboring farms with similar soils.

The producer agrees that in the event that the total of acreage bases or the total of production bases recommended for Special Base Tobacco Contracts covering farms in the county in which this farm is located exceeds the total base acreage or total base production which shall be prescribed for said county, upon the basis of all available information, by persons designated by the Chief of the Tobacco Section, the base acreage or base production recommended for this farm may be reduced proportionately to the reduction applied with respect to other applications for Special Base Tobacco Contracts covering farms in said county.

Application for Special base Tobacco Contract,
Flue-Cured Types 11, 12, 13 and 14
Burley Type 31
Fire-cured Types 21, 22, 23 and 24
Dark Air-cured Types 35, 36 and 37
(Form T-173, Feb. 1935)

The producer agrees that the recommended base tobacco acreage for the farm in 1935 shall be (the acreage selected by the county committee in accordance with instructions of the Secretary of Agriculture, and shall not exceed the largest of the following:)

1. The average acreage of tobacco planted on the farm in those years from 1929 to 1934, inclusive, in which tobacco was planted on the farm; or

2. The average acreage of tobacco grown in the years 1929 to 1934, inclusive, by persons living on the farm in 1935; or

3. The acreage of tobacco which could be produced on the farm in 1935 with tobacco barns, equipment, and labor now on the farm;

Provided, That in no event shall the proportion that the recommended base acreage bears to the land on the farm suitable for tobacco production be larger than the proportion for typical neighboring farms covered by tobacco acreage reduction contracts.

The producer agrees that in the event that the total of acreage bases recommended for Special Base Tobacco Contracts covering farms in the county in which this farm is located exceeds the total base acreage which shall be prescribed for said county, upon the basis of all available information, by persons designated by the Chief of the Tobacco Section, the base acreage recommended

for this farm may be reduced proportionately to the reduction applied with respect to other applications for Special Base Tobacco Contracts covering farms in said county.

Application for Special Base Tobacco Contracts
Pa. Type 41 and N.Y.-Pa. Type 53
Miami Valley Types 51 and 52
Wisconsin Types 54 and 55
(Form T-185, April, 1935).

(a) Neither the acreage planted to tobacco in 1935 on the farm nor the quantity of tobacco marketed from the 1935 crop of the farm shall exceed the percentage of the base tobacco acreage[2] and of the base tobacco production[2] specified below for the kind of tobacco covered by this contract:

	Percent
Flue-cured tobacco	85
Burley tobacco	60
Fire-cured tobacco	80
Dark air-cured tobacco	80

The acreage of tobacco which may be planted and the quantity of tobacco which may be marketed under the terms of this contract shall be hereinafter referred to, respectively, as the "tobacco acreage allotment" and the "production allotment."

(b) In the event that the tobacco production in 1935 on this farm exceeds the production allotment, the producer shall dispose of the excess as the Secretary may direct.

(Sec. 1)

Footnote[2]. See Paragraph 10.

(a) The base tobacco acreage for the farm shall be ..... acres. (b) The base tobacco production for the farm shall be ..... pounds.

(Sec. 10)

Special Base Tobacco Contract Form T-173 Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

(a) The acreage planted to tobacco in 1935 on the farm shall not exceed sixty-six and two-thirds percent (66-2/3%) of the base tobacco acreage.[2]

The acreage of tobacco which may be planted under the terms of this contract shall be hereinafter referred to as the "tobacco acreage allotment."
(Sec. 1)

Footnote[2]. See paragraph 10.

The base tobacco acreage for the farm shall be ..... acres.
(Sec. 10)

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55.

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The acreage permitted to be seeded to wheat on this farm for the crop year 1935 under the terms and conditions of the wheat allotment contract prior to the execution of this contract may be increased by a number of acres not greater than 75 percent of the base acreage for this farm for the crop year 1936, as defined in Administrative Ruling No. 42, except that if an "Agreement for 1935 Acreage Reduction" (Form W-46) has been executed with respect to this farm, the increase shall be not greater than 75 percent of such base acreage less the acreage of the additional reduction for 1935 required by that agreement. The additional acreage which may be seeded to wheat pursuant to the provisions of this paragraph shall be known and referred to as "the excess acreage." If the excess acreage consists of a number of acres which is less than the number of acres constituting the contracted acreage of 1935 under paragraph 1 of the wheat allotment contract, the requirements of the wheat allotment contract as to the designation and use of the contracted acreage shall continue in full force and effect with respect to that number of acres which equals the difference between the number of acres in the excess acreage and the number of acres in the aforesaid contracted acreage of 1935.
Sec. 2 1935 Supp. Wheat Contract

The acreage seeded to wheat on this farm for the crop year 1936 shall be reduced below the base acreage in the amount required for this farm under the terms and conditions, applicable to the crop year 1936, of such contract, as the Secretary of Agriculture shall offer to enter into with wheat producers (hereinafter referred to as the "new contract") respecting the acreage which may be seeded to wheat on this farm for any series of years including the year 1936; but such reduction for 1936 shall not exceed 25 percent of the base acreage herein referred to. The terms and conditions of paragraphs 1 to 16, inclusive, of the wheat allotment contract shall continue in full force and effect with respect to this farm during the year 1936, except insofar as they may be inapplicable, due to the requirements of the new contract as to the amount of the reduction, and subject to such changes of dates or other figures or terms thereof, as may by implication be required to make such provisions applicable to such years.
-Sec. 4. 1935 Supp. Wheat Contract

The acreage which might otherwise be seeded to wheat on this farm for the 1936 crop year, in view of the provisions of paragraph 4 of this contract or in view of the terms and conditions of such new contract, shall be reduced, if the Secretary of Agriculture prescribes such additional reduction, by such additional number of acres not greater than the excess acreage as the Secretary may prescribe.
-Sec. 6. 1935 Supp. Wheat Contract

(1) Administrative Rulings Pertinent

Failure to plant minimum acreage for 1935, proportionate amount of adjustment payments.

See Wheat Administrative Ruling No. 41, dated May 23, 1935.

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

The producer,

(a) represents that he has allocated to each farm upon which he will participate in any manner in the production of rice in 1935 some part of his allotment and that the total acreage allocated by the producer to all such farms does not exceed his allotment;

(b) agrees that he will not share or participate in any manner in the production of rice in 1935 on any farm to which he has not allocated a portion of his allotment;

(c) agrees that for the purposes of checking compliance and making payments under this contract "the producer's share of the acreage planted to rice in 1935" on each farm covered by this contract shall be that acreage actually planted to rice on such farm in 1935 which bears the same ratio to the total acreage planted to rice on such farm in 1935 that the acreage allocated by the producer to such farm bears to the total acreage allocated thereto by all persons participating in the production of rice thereon;

(d) agrees that his total share of the acreage planted to rice in 1935 on all the farms covered by this contract shall not exceed his allotment;

-Sec. 2 (a), (b), (c), (d).

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

"1934" means the period from Jan. 1, 1934 to Dec. 31, 1934

"1935" means the period from Jan. 1, 1935 to Dec. 31, 1935.

Southern Rice Admin. Ruling No. 1 (April 18, 1935)

b. 1935 California Rice Production Adjustment Contract

Same as above as to "1935", no 1934.

California Rice Admin. Ruling No. 1 (April 18, 1935)

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

"Producer's share of the rice acreage planted" and the "producer's share of the acreage planted to rice in 1935" each means, with respect to any farm, that acreage which bears the same ratio to the total rice acreage planted on that farm in 1935 (as determined upon checking compliance with the Contract in the manner prescribed by the Secretary) that the acreage allocated by the producer to that farm in a Declaration bears to the total rice acreage allocated in such Declaration to that farm.

Southern Rice Admin. Ruling No. 1 (April 18, 1935)

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Same as above

Calif. Rice Admin. Ruling No. 1 (April 18, 1935)

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

The "acreage allocated" by the producer means that part of a producer's allotment which, in a Declaration, he allocates to a given farm as a basis for determining his share of the total rice acreage planted on that farm in 1935.

Southern Rice Admin. Ruling No. 1 (April 18, 1935)

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Same as above

Calif. Rice Admin. Ruling No. 1
(April 18, 1935)

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Determination of Allotments and Quotas

See: Southern Rice Admin. Ruling No. II, April 18, 1935.

If a well or canal operator has an allotment and quota assigned to him by the State Committee on the basis of his personal history as a furnisher of water on a crop share basis, such well or canal operator shall not change his status so as to use such allotment and quota in a capacity other than as a furnisher of water on a share crop basis.

-Southern Rice Admin. Ruling No. IV, April 18, 1935.

Effect of excess planting
-See Southern Rice Admin. Ruling IX, Form Rice 31, Supp. No. 3, June 1935.

Determination of Allotments and Quotas,
-See Southern Rice Admin. Ruling No. II, April 18, 1935.

Amendment to Southern Rice Admin.Ruling II, adding paragraph 8, case where producer consented in 1934 to have any records of his production history put in name of another producer.
-See Amendment No. 1 to Admin. Ruling No. II Form Rice 31, Supp. 2, June, 1935.

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Determination of Allotments and Quotas

See: California Rice Admin. Ruling No. II, April 18, 1935

Powers of State Committee with respect to the Reserve -- assignment of Reserve, applications for additional allotments.

-See California Rice Admin. Ruling No. VI, dated Apr.18, 1935.

B. LIMITATIONS ON PRODUCTION AND MARKETING [1]

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

Reduce in 1934 the number of hog litters farrowed on this farm and farrowed by hogs owned by him not located on this farm (hereinafter referred to as "1934 litters") 25 percent below the adjusted annual average number of litters owned by him when farrowed in 1932 and 1933 (hereinafter referred to as "1932-33 litters"); and reduce the number of hogs produced for market from such 1934 litters 25 percent below the adjusted annual average number of hogs produced for market from such 1932-33 litters.

-Corn-Hog Contract, Sec. 2

(1) Administrative Rulings Pertinent

Determination of "1934 Litters."
-See: Corn-Hog Admr. Ruling, No. 3 (Dec. 28, 1933)
Determination of "Hogs Produced for Market from 1934 Litters.
-See: Corn-Hog Admr. Ruling 5 (Dec. 1933) as amended by Admr. Ruling No. 46 (March, 1934)
Exemptions from Hog Reduction
-See: Corn-Hog Admr. Rulings, Nos. 17,39,57
All restrictions on number of 1934 litters rescinded.
-See: Corn-Hog Admr. Ruling, No. 61 (June 8, 1934)

b. 1935 Corn-Hog Contract

To reduce the number of hogs produced for market from litters farrowed in 1935 on the farming unit herein described (such farming unit being herein referred to as "the farming unit" and such litters being herein referred to as "1935 litters"), below the adjusted annual average number of hogs produced for market from litters owned by him when farrowed in 1932 and 1933 (such litters being herein referred to as "1932-33 litters" and the adjusted annual average number of hogs produced for market therefrom being herein referred to as the "hog base") by not less than 10 percent of the hog base; provided, however, if the producer owns or has a stock-share interest in hogs on more than one farming unit in 1935, the hog base to be included in this contract shall be limited to hogs produced for market from litters owned by the producer when farrowed in 1932 and 1933, on the farming unit.

-Corn-Hog Contract, Sec. 2

(1) Administrative Rulings Pertinent

Elective exemptions from hog reduction (no hog payment)
-See: Corn-Hog Admr. Ruling No. 125 (Dec. 6, 1934)

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[1] See, also, Determination of Base Acreage and/or Base Production

Establishment of permissible production for 1935 in excess of corn or hog base (no payment)
-See: Corn-Hog Admr. Ruling No. 128 (Dec. 6, 1934)

2. Cotton Adjustment Plan

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

Determination of estimated production
-See, Sugar Beet Contract, Sec. 4

b. Sugarcane Production Adjustment Contract (Louisiana) [1]

The "production allotment" for this farm shall be determined by the Secretary from the base production specified above within thirty (30) days after the signing of this contract, and such amount (subject to adjustments under sec. 5) shall be deemed to be incorporated as a part of this contract. Such production allotment shall be a pro rata share of the total production for the State of Louisiana allotted pursuant to this contract; provided, however, that the total production thus allotted to Louisiana for the 1935 and 1936 crop years shall not be less than the production of sugarcane necessary (as determined by the Secretary) to yield the amount of sugar allotted, or to be allotted, to processors of sugar in Louisiana by the Secretary pursuant to the Agricultural Adjustment Act as amended.
-Louisiana Sugarcane Contract, Sec. 4

The production allotment for this farm may be adjusted in the discretion of the Secretary as follows:

(a) If the Secretary shall determine for the year 1936, prior to the planting of sugarcane for that crop year, that the carry-over of sugarcane or sugar from sugarcane into 1936 plus the estimated production for that crop year (unless adjusted pursuant to this paragraph) would exceed Louisiana's share (as determined by the Secretary) of the quota for the United States sugarcane area plus an amount equal to the normal carry-over, then the Secretary may revise uniformly the production allotments for all producers; provided, however, that if in any section of Louisiana, by reason of conditions not within the control of producers, such producers have not equalled their total production allotments for the preceding year, such revision may be adjusted in their behalf.

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[1] See, Secretary's Privilege to Extend Contract.

(b) The Secretary may, for a particular crop year, offer a producer an increased production allotment. Upon the producer's acceptance of such increased allotment, the producer shall be bound by all of the provisions of the contract as regards such increase for that particular year.

(c) The producer agrees to notify the Secretary, for each of the crop years of 1935 and 1936, on or before a specified date to be announced by the Secretary, (which date shall be a reasonable period before the opening of the planting season for each such crop year), what part of his production allotment such producer intends to produce. If the producer gives notice of his intention to produce less than his production allotment, or does not plant an acreage sufficient to yield his full production allotment, on or before a specified date to be announced by the Secretary, then the Secretary shall revise downward accordingly such producer's production allotment, and such adjusted production allotment shall be his production allotment for that crop year; but the producer shall not thereby lose his right to deliver in the following crop year his production allotment as herein otherwise determined.

-Louisiana Sugarcane Contract, Sec. 5

c. Philippine Sugarcane Production Adjustment Contract

The term "planter's benefit payment sugar allotment" as used herein is a production allotment and shall mean the total number of piculs of sugar, raw value, for the milling of which during the 1934-35 crop year the planter may grow sugarcane on the planter's land, under rights to be confirmed in him by the Governor General to fill the whole or part of any allotments made or to be made in order of the Governor General and/or the Secretary, with respect to the calendar year of 1935, for transportation to, receiving, processing or marketing in, continental United States for consumption therein, for domestic consumption in the Philippine Islands, and/or for emergency reserve; without limiting the generality of the foregoing, such orders to include Orders of the Governor General, Numbers 497 and 512, issued respectively on August 8th, 1934, and September 27th, 1934. The amount of such planter's benefit payment sugar allotment shall be determined by the Governor General and/or the Secretary, and when so determined and published in a manner chosen by the Governor General and/or the Secretary, as the case may be, such amount shall be deemed to be incorporated as a part of this contract.

-Philippine Sugarcane Contract, Sec. 4

The term "sugar requirements" as used herein shall mean the total number of piculs of sugar, raw value, for the milling of which during the 1935-36 crop year the planter may grow sugarcane on the planter's land, under rights to be confirmed in him by the Governor General to fill the whole or part of any allotment made or to be made by the Governor General and/or the Secretary, with respect to the calendar year of 1936, for transportation to, re-

ceiving, processing or marketing, in continental United States for consumption therein, for domestic consumption in the Philippine Islands, and/or for emergency reserve. The amount of such planter's sugar requirements shall be determined by the Governor General and/or the Secretary, and when so determined and published in a manner chosen by the Governor General and/or the Secretary, as the case may be, such amount shall be deemed to be incorporated as a part of this contract.

-Philippine Sugarcane Contract, Sec. 5

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

(1933)

The total quantity of tobacco of the 1933 crop marketed from this farm shall not exceed, in pounds, 960 times the number of "contracted acres". The number of "contracted acres", for the purposes of this agreement, shall be computed as follows: (a) The number of these acres on this farm on each of which not less than 8,000 tobacco plants suitable for harvest are grown in 1933; plus (b) The number of tobacco plants suitable for harvest grown in 1933 on all other land on this farm divided by 8,000.

-Georgia-Florida Type 62 (Form T 10), Sec. 3

b. 1934 Tobacco Contracts [1]

(1934)

The "initial production allotment" for this farm shall be _____ of the base tobacco production chosen in paragraph 3 (of the contract).

-Burley Type 31, Sec. 4(c) (sixty-six and two-thirds percent (66-2/3%) or fifty percent (50%), depending upon whether the percent of acreage reduction chosen is thirty-three and one-third percent (33-1/3%) or fifty percent (50%)).

-Dark Air-cured Types 35,36,37 Contract, Sec. 4(c) (seventy percent).

-Fire-cured Types 21,22,23,24 Contract, Sec. 4(c) (seventy-five percent)

-Flue-cured Types 11,12,13,14,15 Contract, Sec. 2(b), (seventy percent).

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[1] See Rider B (Form T-164) in case of execution of Burley Type 31, Fire-cured Types 21,22,23, and 24, or Dark Air-cured Types 35,36, and 37 Tobacco Production Adjustment Contracts subsequent to the harvesting of the 1934 tobacco crop.

The initial production allotment in 1934 as defined in paragraph 4(c) may be adjusted at the discretion of the Sedretary, by increase or decrease of the same, depending upon the estimated yield in the crop year 1934. Announcement of production allotment adjustment, if and when announced, shall be uniform for all farms covered by tobacco production adjustment contracts. Nothing in this paragraph shall be construed to mean any change in the tobacco acreage allotment as provided for in paragraph 4(b).

There shall not be marketed from this farm a quantity of tobacco planted in 1934 in excess of the initial production allotment, except in the event that said allotment shall be adjusted by the Secretary, in which event such marketing of such tobacco shall not be in excess of the adjusted production allotment.

In the event that the tobacco production in 1934 on this farm should exceed for any reason the adjusted production allotment, then the producer shall dispose of the excess as the Secretary may direct.

-Burley Type 31 Contract, Secs. 4a,b, and c
-Dark Air-cured Types 35,36,37 Contract, Secs. 4a,b, and c
-Fire-cured Types 21,22,23,24 Contract, Secs. 4a,b, and c
-Flue-cured Types 11,12,13,14 Contract, Secs. 4, 2b, c

The "production allotment" for 1934 shall be the base production less twenty-five percent (25%).

-Maryland Type 32 Contract, Sec. 3(f)

The production allotment for this farm shall be seventy-five (75%) of the base production for this farm as determined in accordance with paragraph 3(c) and there shall not be marketed from this farm a quantity of tobacco planted in 1934 in excess of the production allotment.

-Maryland Type 32 Contract, Sec. 5

The "initial production allotment" for this farm shall be, in pounds, 900 times the number of acres of tobacco harvested on this farm in 1934.

If the total quantity of tobacco harvested in 1934 on all farms covered by this and like contracts shall exceed the aggregate initial production allotment of all such farms and if the quantity of tobacco harvested on this farm in 1934 shall exceed the initial production allotment for this farm there shall be withheld from market a proportion of such excess harvested on this farm which when added to a like proportion of such excess harvested on all other farms covered by this and like contracts will equal the aggregate of such excess harvested in 1934 on all farms so covered. Such excess so withheld from market shall be disposed of as the Secretary may direct.

-Georgia-Florida Type 62 (Form T 78), Sec. 7,8

(1) Administrative Rulings Pertinent

Conditions under which the quantity of tobacco marketing may exceed the initial production allotment.

-See, Tobacco Admr. Ruling No. 23 applicable to the Flue-cured Tobacco Adjustment Contract.

(1935)[1]

The initial production allotment for this farm for 1935 shall be _____percent (____%) of the base tobacco production for this farm chosen in paragraph 3 of this contract.

-Notice of Exercise of Privilege of Secretary of Agriculture with respect to the following contracts:

-Burley Type 31, Sec. 1 (60%)
-Dark Air-cured Types 35,36,37, Sec. 1 (80%)
-Fire-cured Types 21,22,23,24, Sec. 1 (80%)
-Flue-cured Types 11,12,13,14, Sec. 1 (85%)

(1) Administrative Rulings Pertinent

Conditions under which the quantity of tobacco marketed may exceed the initial production allotment for 1935.

-Tobacco Admr. Ruling No. 37 which is applicable to the Flue-cured Tobacco Production Adjustment Contract.

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

There shall be seeded to wheat on this farm for each of the crop years 1934 and 1935 an acreage sufficient, at the average yield during the base period (as fixed in the application), to produce the farm allotment (as fixed in the application) for this farm, i.e.,_____acres, which at the average yield for the base period will produce _____bushels, which is the farm allotment for this farm.

-Wheat Allotment Contract, Sec. 2

The "farm allotment" is that number of bushels of wheat upon which adjustment payments may be made to the producer and is to be determined by the County Allotment Committee on the basis of the average annual production in the base period for this farm as compared with the average annual production in or for the county in the base period.

-Application for Wheat Allotment.

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1 See, Secretary's Privilege to Extend Contract.

The "base period" is that consecutive series of crop years prior to and including 1932, not to exceed five, from which by a study of the wheat acreage and production on the land now in this farm a representative average acreage and production can be obtained for the purpose of determining the farm allotment. The base period shall be determined and fixed in a manner which will be explained to the producer by the County Allotment Committee and the base period for this farm will be inserted in this application by that Committee.

-Application for Wheat Allotment provision incorporated by reference in the Wheat Allotment Contract.

(1) Administrative Rulings and Regulations Pertinent

The farm allotment for each farm covered by an Application shall be its proportionate share of the county allotment for the county in which the farm is located. County allotments are fixed by the Department of Agriculture in accordance with the findings of the Agricultural Adjustment Administration that 54 percent (54%) of the average annual production of wheat in the United States for the 5-year base period is subject to the processing tax. Each farm allotment will bear the same relation to the county allotment as the adjusted average annual production of the farm (to be determined in accordance with sec. 406 of these regulations) bears to the average annual production of the county for the 5-year base period, as reported by the Department of Agriculture, and will be 54 percent (54%) of the adjusted annual average production of such farm.

-Wheat Regulations, Series 2, Sec. 400 (Sept. 1933)

Adjustment of individual allotments to the county total.

-See: Wheat Admr. Ruling, No. 11

Waiver of strict compliance on the part of the producer with the terms of his individual Wheat Allotment Contract relative to the seeding to wheat 54 per cent of his average annual acreage for the 1934 and/or 1935 crop.

-See: Wheat Admr. Ruling, No. 30.

B. LIMITATIONS ON PRODUCTION AND MARKETING

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

b. 1935 Corn-Hog Contract

(1) Administrative Rulings Pertinent

Waiver of requirement of Corn-Hog Administrative Ruling 107 which relates to planting at least 25 percent of the corn base of the farming unit operated in 1934 by an applicant for a 1935 Corn-Hog Contract.
--See Corn-Hog Adm. Ruling No. 136 (March 15, 1935)

Allowance for Home Consumption--No Hog Payment Contracts.
--See Corn-Hog Adm. Ruling No. 140 (April 5, 1935)

4. Sugar Beet and Sugarcane Adjustment Plan

c. Philippine Sugarcane Production Adjustment Contract

(1) Administrative Rulings Pertinent

Sale of excess sugarcane for chewing purposes in Philippine Islands Permitted.
--Sugar Adm. Ruling No. 3 (March 2, 1935).

d. Puerto Rico Sugar Cane Production Adjustment Contract [1]

Allotments. (a) the "initial 1935 sugar cane allotment" and the "initial 1935 sugar allotment" for this farm shall be the number of tons of sugar cane and sugar respectively set forth in Section 33, which sugar cane allotment and sugar allotment may be adjusted at the discretion of the Secretary by increase or decrease of the same.

(b) The "initial 1936 sugar production allotment" for this farm shall be the number of tons of sugar set forth in section 33. Such allotment may be adjusted at the discretion of the Secretary by increase or decrease of the same, as the Secretary may determine, provided, however, that such adjusted sugar production allotment shall not be less than ninety per cent of the initial sugar production allotment shown in said section, except that in case sugar cane was delivered for grinding from this farm in 1935 but not during the base period, the final sugar production allotment for the producer shall

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[1] See, Change of Legal Status

be determined by the Secretary after the Secretary shall have determined the producer's actual production of sugar for the 1935 crop year. If the base production of this farm, pursuant to section 2, is 15 tons of sugar, short tons, or less, the sugar production allotment of this farm for the 1935-36 crop year shall be such base production.
-Sec. 3.

Contracted Sugar cane. The "estimated contracted sugar cane of the farm for 1935" shall be the quantity of sugar cane of usual grinding quality growing on this farm for grinding in the 1935 crop year in excess of the adjusted 1935 sugar cane allotment for this farm. The "contracted sugar cane of this farm for 1936" shall be the quantity of sugar cane growing on this farm for grinding in the 1936 crop year in excess of the quantity of sugar cane sufficient to fill the 1936 sugar production allotment for this farm. The producer agrees (a) not to market, or cause to be processed, any such contracted sugar cane or any part thereof; (b) not to sell any such contracted sugar cane or any part thereof to any factory or mill for processing; (c) to cut or cut back, destroy, or otherwise dispose of such contracted sugar cane or any part thereof as may be determined by the Secretary in such manner and at such time as may be prescribed by the Secretary; provided that the Secretary's determination of the quantity of sugar cane and the acreage thereof which shall constitute the contracted sugar cane of this farm shall be final, and provided further that the Secretary shall have the right to cause to be removed, all or any part of such contracted sugar cane to be disposed of as the Secretary shall determine.
-Sec. 4.

Agreement as to the Sale of Sugar cane. In the event the Secretary shall by order fix allotments for processors for the processing and/or transporting of sugar to the continental United States for consumption therein, the producer agrees not to sell or deliver sugar cane, during the crop years 1935 and 1936, to any processor who has not received such an allotment for the respective years 1935, 1936 or who the Secretary determines is in violation of such order.
-Puerto Rico Sugar Cane Contract, Sec. 5.

Purchase Contracts. The producer agrees that he, II-B and each of his affiliates or subsidiaries, respectively, will enter into contracts providing fair prices to be determined by the Secretary for all sugar cane bought or sold, and for the adjudication by the Secretary or his duly authorized agent of any disputes arising with respect to any of the terms of the purchase or sale of sugar cane. The performance required by this section on the part of the producer and upon the part of the persons whose performance he guarantees shall be a condition precedent to the obligation of the Secretary to make payments hereunder. The term "affiliate" as used herein means any person and/or any subsidiary thereof, who or which has, either directly or indirectly, actual or legal control of or over the producer, whether by stock ownership or in any other manner. The term "subsidiary" as used herein means any person of or over whom or which the producer or an affiliate of the producer has, or several producers collectively have, either directly or indirectly, actual or legal control, whether by stock ownership or in any other manner.

-Puerto Rico Sugar Cane Contract.

Agreement as to Processing and Marketing. If the producer, or any of his affiliates or subsidiaries, is a processor, it shall be a condition of this contract that such processor (1) shall accept and abide by all processing and marketing allotments for 1935 and 1936 of sugar for consumption in continental United States, and shall comply with all the provisions of any order or regulation of the Secretary fixing such allotments; (2) shall not (except as provided in section 9) accept or process into sugar the sugar cane of any producer (including the producer executing this contract) in excess of his 1935 sugar cane allotment or his 1936 production allotment as each may be adjusted; (3) shall account to each producer for the sugar cane processed into sugar during the calendar year 1935 and 1936 without deducting for or requiring such producer to repurchase any sugar previously acquired from such producer; and (4) shall not during the calendar year 1935 or during the calendar year 1936 market for consumption in Puerto Rico more than his pro rata share of the Puerto Rican consumption for each of such years, as determined by the Secretary, such pro rata share to be determined by applying to the amount so determined by the Secretary, the percentage which such processor's continental United States marketing allotment is of the total United States marketing quota for Puerty Rico for such year as fixed by the Secretary, which pro rata share shall, with the approval of the Secretary, be assignable in such manner as the Secretary may by order or regulation prescribe; and (5) shall not transport or sell for transportation for consumption in continental United States any sugar from stocks on hand as of January 1, 1935, except as provided in orders or regulations issued by the Secretary.

-Puerto Rico Sugar Cane Contract, Sec. 8.

(1) Administrative Rulings Pertinent

Processing sugarcane into molasses -- permission to convert all or part of sugarcane of farm for 1935 into molasses.
-See Admin. Ruling No. 1 (Sugar 302) Mar. 4, 1935

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

The plantation-producer hereby applies for and consents to the fixing of marketing allotments for him by the Secretary as herein provided during each crop year of the effective period of this contract, which will include (a) allotments, pursuant to the act, of the continental United States quota and (b) allotments of the local sales quota based on the plantation-producer's fair and equitable share of such quota.

Sec. 33.

The plantation-producer, subject to the limitations of reasonable estimates of cane tonnage at maturity, will reduce his production of sugarcane, during the effective period of this contract, in such manner and by such means as are adapted to conditions existing on his plantation, and existing with respect to his adherent planters, so that, except for the sugarcane or sugar required to pay in kind any rental or milling toll due another plantation-producer as aforesaid:

A. The sugarcane matured for harvest during the crop year 1935, together with the amount of sugarcane taken from adherent planters, will be sufficient only to produce, and will not be in excess of the amount necessary to produce, the plantation-producer's 1935 sugarcane requirements; and so that

B. The sugarcane matured for harvest during the crop year 1936, together with the amount of sugarcane taken from adherent planters, will be sufficient only to produce, and will not be in excess of the amount necessary to produce, the plantation-producer's sugarcane requirements for the crop year 1936; and so that

C. The sugarcane grown for harvest during the crop year 1937, together with the amount of sugarcane taken from adherent planters, will be sufficient only to produce, and will not be in excess of the amount necessary to produce, the plantation-producer's sugarcane requirements for such crop year; and so that on March 1, 1937, the total sugarcane growing on his plantation and the land

of his adherent planters, which is to be matured for harvest during the calendar year 1937, will not in the determination of the Secretary be in excess of the amount required to produce the quantity of sugar necessary to fill the reasonable marketing requirements of the plantation-producer for the calendar year 1937, having regard to the plantation-producer's 1936 and 1937 sugarcane requirements.

D. The means of reduction of sugarcane production and the manner of their employment shall be such as will accomplish effectively the reduction required and may include: laying fallow areas which otherwise would have entered into production during each crop year of the effective period of this contract; cutting back, plowing under, abandoning, destroying or otherwise disposing of sugarcane; or limiting irrigation or fertilization.

E. The plantation-producer will from time to time furnish to the Secretary a statement setting forth in appropriate detail the program of reducing of sugarcane production on his plantation, and the lands of adherent planters, to his sugarcane requirements.

F. Nothing contained in this section shall prevent the plantation-producer from carrying over sugarcane from one crop year to another, if such carry-over is compatible with the accomplishment of the aforesaid reduction.

--Hawaiian Sugarcane Contract. Sec. 14.

Quotas.--The term "total quota" as used herein shall mean the total of the "local sales quota" and "continental United States quota", each defined and fixed as follows:

A. "Local sales quota" means the quota of tons of sugar, raw value, estimated by the Secretary from available statistics (and as revised from time to time) as the Hawaiian plantation-producers' local sales requirements (other than sales from one plantation-producer to another) of Hawaiian sugars within the territory of Hawaii, for each crop year of the effective period of this contract. For the crop year 1935 such quota shall be twenty-nine thousand five hundred (29,500) tons, raw value, subject to any revision that may be made in the estimate of local sales requirements. The Secretary shall, for purposes of this

contract, for each crop year of the effective period of this contract, determine such local sales quota from data available to him and shall publish it by administrative order. When so determined and published, and as adjusted from time to time, such quota shall be deemed to be incorporated as a part of this contract.

B. "Continental United States quota" means the quota of tons of sugar, raw value, fixed by the Secretary, from time to time, pursuant to the provisions of the Agricultural Adjustment Act, which may be transported to, received, processed and/or marketed in the continental United States, for consumption therein, during any calendar year, from the Territory of Hawaii.

- Sec. 7.

Marketing allotment. - The term "marketing allotment" as used herein, shall mean and shall be, for each crop year of the effective period of this contract, that portion of the total quota allotted to the plantation-producer for each such crop year, determined by taking that percentage of the total quota for such crop year (as such total quota may be adjusted from time to time) which the base production of the undersigned plantation-producer bears to the total base production of the Territory of Hawaii. The marketing allotment shall be increased or decreased, as the case may be, by an adjustment made as follows: If any plantation-producer shall fail to produce in any crop year a quantity of sugar, which added to his emergency reserve equals his marketing allotment for such year, such deficiency shall be allocated among the other plantation-producers who are able to exceed their marketing allotments as then fixed, in proportion to their respective production percentages, and added to their marketing allotments for such year. The Secretary shall, from time to time, by administrative order, determine and fix such marketing allotments and reallocations thereof in the manner above provided.

- Sec. 8.

Emergency reserve. - The term "emergency reserve" as used herein shall mean that amount of sugar, in addition to the plantation-producer's marketing allotment, for the milling of which the plantation-producer may take sugarcane from his plantation and from his adherent planters during each crop year of the effective period of this contract, in order to maintain a reserve against increases in the local sales or continental United States quotas, and against acts of God, and other hazards. The amount of such reserve shall be determined and fixed by the Secretary, on application by the plantation-producer supported by appropriate evidence, and shall not be less than 9 percent of the plantation-producer's base production. When so determined,

and as adjusted from time to time, such emergency reserve shall be considered to be a part of the terms and conditions of this contract. Such reserve may be carried over from one crop year to the next but the amount so carried over shall not be greater than the amount determined above.
- Sec. 9

Sugarcane requirements. - The term "sugarcane requirements" as used herein shall mean the plantation-producer's estimate (subject to revision or adjustment by the Secretary) of the total amount of sugarcane which may be matured for harvest, and harvested, on his own plantation, and the sugarcane which the plantation-producer may take from his adherent planters, during each crop year of the effective period of this contract in order to produce, and which is required to fill, the plantation-producer's marketing allotment and emergency reserve for such crop year.
- Sec. 10.

The statements contained herein are true to the best of the knowledge and belief of the plantation-producer. Any material misstatement herein willfully made by the plantation-producer, or any material noncompliance by the plantation-producer, with any of the terms hereof, or with any regulations, orders, or administrative rulings which have been or may hereafter be issued with reference to this contract pursuant to the act, shall be grounds for rescission and/or termination of this contract by the Secretary; the Secretary may so rescind and/or terminate this contract if, after notice of any such default has been given by the Secretary to the plantation-producer, the plantation-producer shall have failed within 30 days after receipt of such notice to remedy such default or justify his failure so to do to the satisfaction of the Secretary.
- Hawaiian Sugarcane Contract - Sec. 24.

See: Supp. to Hawaiian Plantation Producers' Sugarcane Adjustment Contract (Acceptance Agreement of Adherent Planters) Form No. 501 Sugar)

f. Florida Sugarcane Production Adjustment Contract

The "production allotment" for this farm for the crop year 1934-35 shall be _____ tons of sugarcane; and for the crop year 1935-36 and for the crop year 1936-37, in the event the Secretary exercises his privilege under section 17, _____ tons of sugarcane, subject to adjustments under section 4.

-Sec. 3

The production allotment for this farm may be adjusted in the discretion of the Secretary, as follows:

(a) The producer agrees to notify the Secretary, for the crop year of 1935-36, and in case the Secretary exercises his privilege of extending the contract under section 17 for the crop year 1936-37, on or before a specified date to be announced by the Secretary (which date shall be a reasonable period before the opening of the planting season for each such crop year), as to what portion of his production allotment the producer intends to produce. If the producer gives notice of his intention to produce less than his production allotment or if it appears to the Secretary that the producer has not grown sugarcane sufficient to produce his full production allotment, on or before a specified date to be announced by the Secretary, then the Secretary shall revise downward accordingly the producer's production allotment, and such adjusted production allotment shall be his production allotment for that crop year; but the producer shall not thereby lose his right to deliver in the following crop year his production allotment as herein determined.

(b) The Secretary may, for a particular crop year, offer the producer an increased production allotment. Upon the producer's acceptance of such increased allotment, the producer shall be bound by all of the provisions of this contract as regards such increase for that particular year.

-Sec. 4.

(a) Control of acreage.— The producer further agrees (1) that the acreage of sugarcane planted on this farm for the crop year 1935-36, and, in case the Secretary exercises his privilege under section 17, then also for the crop year 1936-37, for sugarcane to be manufactured into sugar, shall not be in excess of the acreage necessary, on the basis of the average yields per acre of said land or farm in the crop years 1932-33 and 1933-34 to produce the production allotment for this farm, and (2) that the acreage of sugarcane to be used for seed for the 1936-37 crop shall not be in excess of the acreage necessary to supply seed sufficient to produce the production allotment for this farm.

(b) Control of sugarcane.— The producer hereby agrees that the production of sugarcane for harvest on this farm for the crop year 1935-36, and, in case the Secretary exercises

his privilege under section 17, for the crop year 1936-37, shall not exceed the production allotment for that crop year except as provided in subsection (d) below:

If the producer, for any crop year, produces sugarcane for harvest in excess of his production allotment, or grows more sugarcane for seed than is permitted hereunder, the Secretary may, in his discretion, either cancel this contract or continue this contract in force, in which case such excess sugarcane shall be forfeited to the Secretary and shall be disposed of in the manner determined by the Secretary in his discretion, or, if the producer had already disposed of such excess sugarcane, the Secretary shall be entitled to any rights or to any proceeds arising from such disposition.

(c) Control of Sugar. -- The producer agrees not to market during each of the calendar years 1936 and 1937 an amount in excess of _____ tons of sugar, 96 degrees raw value, per year.

(d) Production margin. -- Notwithstanding the provisions of subsection (b) above, the producer may produce for harvest sugarcane in excess of his production allotment in an amount not to exceed 10 percent of such allotment; provided, however, that the production of sugar resulting from such excess production for harvest does not result in an excess of sugar larger than 10 percent of the amounts of sugar designated in subsection (c) above.

-Sec. 5.

5. Tobacco Adjustment Plan

b. 1934 Tobacco Contracts

(1) Administrative Rulings Pertinent

Special Sales and Appraisals of 1934 Crops of Burley, Fire-Cured or Dark Air-Cured Tobacco.

See: Tobacco Administrative Ruling No. 39, Form T-77, Supp. 21 (Mar. 1, 1935)

Flue-cured tobacco contracts with base tobacco acreage of 3.2 acres or less.

Increase or decrease in base acreage or production found by County Committee to be abnormally low or higher than the correct figures, respectively.

See: Tobacco Administrating Ruling No. 41, Form T-77, Supp. 24 (Feb. 26, 1934).

See: Rider B to be attached to Burley Type 31, Fire-cured Types 21, 22, 23 and 24, or Dark Air-cured Types 35, 36 and 37 tobacco production adjustment contracts for those growers who did not sign in 1934.
(Form T-164, Dec. 1934)

Optional Allotment in 1935 for Contracting Producers with Base Tobacco Acreage of 1.2 Acres or Less; Burley, Fire-Cured and Dark Air-Cured Tobacco.

See: Tobacco Administrative Ruling No. 42, Form T-77, Supp. 25 (Feb. 23, 1935)

Provisions limiting total acreage which may be planted to crops to be harvested shall be inoperative.

See: Tobacco Administrative Ruling No. 43, Form T-77, Supp. 26 (April 5, 1935).

See: Application for combination of tobacco contracts for 1935, (Form T-171, Feb., 1935).

See: Notice of Exercise of Privilege of Secretary of Agriculture, with respect to 1935 production of tobacco under the following contracts:

Georgia-Florida Type 62 (Form T-165, Dec. 1934)
Penn. Type 41 and New York-Penn. Type 53, Where Rider A (Form T-90) has been executed (Form T-177, March, 1935)
Penn. Type 41 and New York-Penn. Type 53, Where Rider A (Form T-90) has not been executed (Form T-178, March, 1935)
Miami Valley Types 42, 43 and 44, Where Rider A (Form T-91) has been executed (Form T-179, March, 1935)
Miami Valley Types 42, 43 and 44, Where Rider A (Form T-91) has not been executed (Form T-180, March, 1935)
New England Types 51 and 52, Where Rider A (Form T-92) has been executed (Form T-181, March, 1935)
New England Types 51 and 52, Where Rider A (Form T-92) has not been executed (Form T-182)
Wisconsin Types 54 and 55, Where Rider A (Form T-93) has been executed (Form T-183, March, 1935)
Wisconsin Types 54 and 55, Where Rider A (Form T-93) has not been executed (Form T-184, March, 1935)

81 1935 Tobacco Contracts

(a) Neither the acreage planted to tobacco in 1935 on the farm nor the quantity of tobacco marketed from the 1935 crop of the farm shall exceed the percentage of the base tobacco acreage[2] and of the base tobacco production[2] specified below for the kind of tobacco covered by this contract:

	Percent
Flue-cured tobacco	85
Burley tobacco	60
Fire-cured tobacco	80
Dark air-cured tobacco	80

The acreage of tobacco which may be planted and the quantity of tobacco which may be marketed under the terms of this contract shall be hereinafter referred to, respectively, as the "tobacco acreage allotment" and the "production allotment."

(b) In the event that the tobacco production in 1935 on this farm exceeds the production allotment, the producer shall dispose of the excess as the Secretary may direct.

(Sec. 1)

Footnote[2]. See Paragraph 10.

(a) The base tobacco acreage for the farm shall be .....acres. (b) The base tobacco production for the farm shall be .....pounds.

(Sec. 10)

Special Base Tobacco Contract Form T-173, Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Tobacco plants grown on this farm in 1935 shall not be sold or otherwise disposed of to any person not operating a farm subject to a tobacco contract.

-Sec. 3.

Special Base Tobacco Contract Form T-173, Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37
Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Continuation of Contract during 1936.
1935 Supp. Wheat Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

The producer,

(a) represents that he has allocated to each farm upon which he will participate in any manner in the production of rice in 1935 some part of his allotment and that the total acreage allocated by the producer to all such farms does not exceed his allotment;

(b) agrees that he will not share or participate in any manner in the production of rice in 1935 on any farm to which he has not allocated a portion of his allotment;

(c) agrees that for the purpose of checking compliance and making payments under this contract "the producer's share of the acreage planted to rice in 1935" on each farm covered by this contract shall be that acreage actually planted to rice on such farm in 1935 which bears the same ratio to the total acreage planted to rice on such farm in 1935 that the acreage allocated by the producer to such farm bears to the total acreage allocated thereto by all persons participating in the production of rice thereon;

(d) agrees that his total share of the acreage planted to rice in 1935 on all the farms covered by this contract shall not exceed his allotment;

—Sec. 2 (a), (b), (c), (d).

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Determination of Allotments and Quotas

See: Southern Rice Admin. Ruling No. II, April 18, 1935.

If a well or canal operator has an allotment and quota assigned to him by the State Committee on the basis of his personal history as a furnisher of water on a crop share basis, such well or canal operator shall not change his status so as to use such allotment and quota in a capacity other than as a furnisher of water on a share crop basis.

--Southern Rice Admin. Ruling No. IV, April 18, 1935.

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Determination of Allotments and Quotas

See: Calif. Rice Admin. Ruling No. II, April 18, 1935.

Powers of State Committee with respect to the Reserve--assignment of Reserve, applications for additional allotments.

See: California Rice Admin. Ruling No. VI, dated April 18,1935

C. DETERMINATION OF BASE ACREAGE AND/OR BASE PRODUCTION

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

The base acreage is the "adjusted average acreage planted to corn for 1932 and 1933 on the land now in this farm (hereinafter referred to as the '1932-1933 average corn acreage'".
-See: Corn-Hog Reduction Contract, Sec. 1.

The base production is the "adjusted annual average number of litters owned by him when farrowed in 1932 and 1933 (hereinafter referred to as '1932-1933 litters')."
-See: Corn-Hog Reduction Contract, Sec. 2.

(1) Administrative Rulings Pertinent

Corn which has been planted on land previously planted, to be harvested in the same crop year, to any crop which is designated as a basic commodity shall not be included in the 1932-33 average corn acreage.
-See: Corn-Hog Admr. Ruling, No. 14 (Dec. 28, 1933)

Cases where corn used for silage is included in the 1932-33 average corn acreage.
-See: Corn-Hog Admr. Ruling, No. 18 (Dec. 1933) and No.38 (Jan. 1934)

Special method of determining 1932-33 average corn acreage in crop-reporting districts having excessive rainfall in 1933
-See: Corn-Hog Admr. Ruling, No. 27 (Dec. 1933)

Special method of determining 1932-33 average corn acreage in crop-reporting districts having unusual drought in 1933.
-See: Corn-Hog Admr. Ruling No. 44 (Feb. 1934)

Determination of "1932-33 Litters" where the producer in 1934 owns or has a stock-share interest in hogs located on only one farming unit.
-See: Corn-Hog Admr. Ruling, No. 2 (Dec. 1933)

Determination of "Hogs Produced for Market from 1932-33 Litters."
-See: Corn-Hog Admr. Ruling, No. 4 (Dec. 1933)

Computation of hog base where separate farms owned or operated by producer.
-See: Corn-Hog Admr. Ruling, No. 10 (Dec. 28, 1933)

Allowance, in determining annual average hogs produced for market from 1932-33 litters, of sows sold to Secretary in Emergency Program.
-See: Corn-Hog Admr. Ruling, No. 11 (Dec. 1933)

Determination of "hog base" where hog production was initiated in 1933.

-See: Corn-Hog Admr. Ruling, No. 32 (Dec. 1933)

Use of Litters, Owned by Minor Child of Producer in Computation of 1932-33 litters.

-See: Corn-Hog Admr. Ruling, No. 42 (Feb. 10, 1934)

b. 1935 Corn-Hog Contract

The base acreage is the "adjusted average acreage planted to corn on the same land in 1932 and 1933 (herein referred to as the 'corn base')."

-See: Corn-Hog Contract, Sec. 1.

The base production is the "adjusted annual average number of hogs produced for market from litters owned by him when farrowed in 1932 and 1933 (such litters being referred to as '1932-33 litters' and the adjusted annual average number of hogs produced for market therefrom being herein referred to as the 'hog base')."

(1) Administrative Rulings Pertinent

Corn for silage

-See: Corn-Hog Admr. Ruling No. 113 (Dec. 6, 1934)

Corn and either wheat or cotton or rice or tobacco or some other crop planted for harvest in same crop year.

-See: Corn-Hog Admr. Ruling No. 115 (Dec. 6, 1934)

Interplanting of other crops with corn and wide spacing of rows or between rows of corn.

-See: Corn-Hog Admr. Ruling No. 116 (Dec. 6, 1934)

Determination of corn base in crop reporting districts which had excessive rainfall or drought in 1933.

-See: Corn-Hog Admr. Ruling No. 117 (Dec. 6, 1934)

Determination of the hog base

-See: Corn-Hog Admr. Ruling No. 118 (Dec. 6, 1934)

Hog produced for market from 1935 litters.

-See: Corn-Hog Admr. Ruling No. 119 (Dec. 6, 1934)

Allowance for sale of sows to Secretary in Emergency Program.

-See: Corn-Hog Admr. Ruling No. 120 (Dec. 6, 1934)

Further provisions on determination of hog bases.

-See: Corn-Hog Admr. Ruling No. 121 (Dec. 6, 1934)

Exclusion of range and other hogs from hog base.
-See: Corn-Hog Admr. Ruling No. 122 (Dec. 6, 1934)

No farming operation or interest in hogs or corn prior to December 1, 1932, and no ownership interest in a farm prior to July 1, 1932.
-See: Corn-Hog Admr. Ruling No. 123 (Dec. 6, 1934)

Litters owned by minor child of producer.
-See: Corn-Hog Admr. Ruling No. 124 (Dec. 6, 1934)

Hog base transferred from a retiring producer in 1934.
-See: Corn-Hog Admr. Ruling No. 126 (Dec. 6, 1934)

Marketing of meat, lard, or dressed carcasses from hogs from 1932-33 litters.
-See: Corn-Hog Admr. Ruling No. 127 (Dec. 6, 1934)

Farming unit operated with aid of share-croppers.
-See: Corn-Hog Admr. Ruling No. 131 (Dec. 6, 1934)

Farming unit operated with aid of share-croppers.
-See: Corn-Hog Admr. Ruling No. 131 (Dec. 6, 1934)

Additional provision on computation of hogs produced for market from 1935 litters.
-See: Corn-Hog Admr. Ruling No. 133 (Dec. 6, 1934)

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract.

b. 1934 and 1935 Cotton Acreage Reduction Contract.

The base acreage shall be the figure, expressed in acres, which results from dividing the total number of acres planted to cotton on this farm during the years 1928-32, inclusive, by the number of years in the period 1928-32, inclusive, in which cotton was planted on this farm.
*See: 1934 and 1935 Cotton Contract, Sec. 1

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract [1]

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[1] See, Reduction of Acreage Planted to a Specific Commodity and/or Rental of Land to the Secretary.

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

The producer shall have the right to choose any one of the following methods for determining the "base acreage" of this farm:

(a) The average planted acres in the crop years 1930, 1931, 1932, 1933, and 1934 provided beets were grown in the crop years 1933 and/or 1934.

(b) The average planted acres in the crop years 1931,1932,1933, and 1934 provided beets were grown in the crop years 1933 and/or 1934.

(c) The average planted acres in the crop years 1932,1933, and 1934 provided beets were grown in the crop years 1933 and/or 1934.

(d) The average planted acres in the crop years 1933 and 1934.

(e) If a producer, becomes a party to a Sugar Beet Production Adjustment Contract applicable to the 1935 or 1936 crop but not to the 1934 crop and none of the above options are applicable to him, the Secretary shall determine his base acreage in a manner equitable to him and to other producers located in the same factory district.

The "base acreage" of this farm is_____acres, calculated from option_____

-Sugar Beet Contract, Sec. 2.

b. Sugarcane Production Adjustment Contract

(a) The producer shall have the right to choose any one of the following methods for determining the "base production" of this farm.

(1) The average production of sugarcane for the crop years of 1929,1930,1931,1932, and 1933, provided sugarcane was grown in the crop years 1932 and/or 1933.

(2) The average production of sugarcane for the crop years of 1930,1931,1932, and 1933, provided sugarcane was grown in the crop years 1932 and/or 1933.

(3) The average production of sugarcane for the crop years of 1931,1932, and 1933 provided sugarcane was grown in the crop years 1932 and/or 1933.

(4) The average production of sugarcane for the crop years 1932 and 1933.

(5) Seventy (70) percent of the production of sugarcane for the crop year of 1933 or 1934. In the event a producer chooses the crop year 1934 to determine his base production under this paragraph, his base production for the crop year of 1934 shall be seventy (70) percent of the production of sugarcane for the crop year of 1934. In the event the production data for 1934 is not available, the 1934 production of sugarcane shall be estimated by multiplying the 1934 acreage available for harvest for sugarcane by the average yield

per acre of sugarcane for Louisiana in 1935 as determined by the Secretary.

(6) If a producer becomes a party to a contract applicable to only the 1935 or 1936 crop years, and none of the above options are applicable to the producer, the Secretary shall determine his base production in a manner equitable to the producer and to other producers.

(b) The "base production" for this farm is_____tons, calculated from option_____.

c. Philippine Sugarcane Production Adjustment Contract.

5. Tobacco Adjustment Plan.

a. 1933 Tobacco Contracts

"The base tobacco acreage" for this farm shall be the one chosen by the producer from the following:

(a) Eighty percent (80%) of the average tobacco acreage planted on this farm in 1931 and 1932.

(b) The entire tobacco acreage planted on this farm in 1932, provided such acreage did not exceed that so planted in 1931.

(c) The average tobacco acreage planted on this farm in 1931 and 1932, provided the tobacco acreage planted on this farm in 1932 exceeded that so planted in 1931.

(Strike out the two subsections not chosen)

-Miami Valley Types 42,43,44 Contract, Sec. 3
-New England Types 51 and 52 Contract, Sec. 3
-Pennsylvania Type 41 and New York-Pennsylvania Type 53 Contract, Sec. 3
-Wisconsin Types 54 and 55 Contract, Sec. 3

The "base tobacco acreage" for this farm shall be chosen by the producer from the following:

(a) Eighty percent (80%) of the average tobacco acreage planted on this farm in 1931 and 1932.

(b) The entire tobacco acreage planted on this farm in 1932, provided such acreage did not exceed that so planted in 1931.

(c) The average tobacco acreage planted on this farm in 1931 and 1932, provided the tobacco acreage planted on this farm in 1932 exceeded that so planted in 1931.

(d) Two thirds (2/3) of the tobacco acreage planted on this farm in 1931.

(e) Fifty percent (50%) of the tobacco acreage planted on this farm in 1930.

(Upon acceptance of this rider by the Secretary this paragraph shall, for the year 1934, be substituted for and shall supersede for 1934 the provisions of numbered paragraph 3 of the original contract.)

-Rider A, Sec. 2 to be attached to the following Tobacco Acreage Reduction Contracts:

-Miami Valley Types 42,43,44
-New England Types 51 and 52
-Pennsylvania Type 41 and New-York Pennsylvania Type 53
-Wisconsin Types 54 and 55

The base tobacco acreage referred to in paragraph 10 above will be determined as follows:

The Secretary or his authorized agent will consult with representatives of the growers of tobacco of the kind covered by this contract.

Thereafter, the Secretary or his authorized agent will determine the total acreage of such tobacco to be grown in 1934 and/or in 1935 in the United States.

After such determination, a committee of said growers, who shall be designated by the Secretary or his authorized agent, shall, subject to the approval of the Secretary or his authorized agent, on or before January 15, 1934, allot for this farm a base tobacco acreage for such tobacco for 1934 and/or on or before January 15, 1935, allot for this farm a base tobacco acreage for such tobacco for 1935.

-Georgia-Florida Type 62 (T-10)

b. <u>1934 Tobacco Contracts</u>

The "base tobacco acreage" and "base tobacco production" for this farm shall both be one of the following:

(a) The average of 1932 and 1933.
(b) Eighty percent (80%) of the average of 1931,1932, and 1933.
(c) Eighty percent (80%) of the year 1932.
(d) Seventy-five percent (75%) of the year 1933.

If dark air-cured tobacco or fire-cured tobacco or flue-cured tobacco or any combination thereof is, or are, grown on this farm in 1934, the acreage planted on this farm to each such kind of tobacco shall not be greater in 1934 than the average acreage so planted in the years 1932 and 1933, except as may be provided by a contract or contracts between the producer and the Secretary.

-Burley Type 31 Contract, Sec. 3.

The "base tobacco acreage" and "base tobacco production" for this farm shall both be one of the following:

(a) The average acreage and production of 1932 and 1933.
(b) The 1932 acreage and production, provided the 1932 acreage was not more than ten percent (10%) greater than the 1933 acreage.
(c) The 1933 acreage and production, provided the 1933 acreage was not more than twenty percent (20% greater than the 1932 acreage.
(d) Eighty percent (80%) of the 1933 acreage and production.
(e) Fifty percent (50%) of the 1931 acreage and production.

If burley tobacco or fire-cured tobacco or flue-cured tobacco or any combination thereof is, or are, grown on this farm in 1934,

the acreage planted on this farm to each such kind of tobacco shall not be greater in 1934 than the average acreage so planted in the years 1932 and 1933, except as may be provided by a contract or contracts between the producer and the Secretary.

-Dark Air-cured Types 35,36,37 Contract, Sec. 3

The "base tobacco acreage" and "base tobacco production" for this farm shall both be one of the following:

(a) The average acreage and production of 1932 and 1933.

(b) The 1932 acreage and production, provided the 1932 acreage was not more than ten percent (10%) greater than the 1933 acreage.

(c) The 1933 acreage and production, provided the 1933 acreage was not more than twenty percent (20%) greater than the 1932 acreage.

(d) Eighty percent (80%) of the 1933 acreage and production.

(e) Fifty percent (50%) of the 1931 acreage and production.

If dark air-cured tobacco or burley tobacco or flue-cured tobacco or any combination thereof is, or are, grown on this farm in 1934, the acreage planted on this farm to each sugh kind of tobacco shall not be greater in 1934 than the average acreage so planted in the years 1932 and 1933, except as may be provided by a contract or contracts between the producer and the Secretary.

-Fire-cured Types 21,22,23,24 Contract, Sec. 3

The "base tobacco acreage" and the "base tobacco production" for this farm shall both be chosen by the producer from one of the following:

(a) The average of the years 1931, 1932, and 1933.

(b) Eighty-five percent (85%) of the average of any 2 years in the period 1931 to 1933, inclusive.

(c) Eighty-percent (80%) of the year 1933.

(d) Seventy percent (70%) of the year 1931 or the year 1932.

-Flue-cured Types 11,12,13,14 Contract, Sec. 3

The "base tobacco acreage" for this farm shall be the average annual number of acres of tobacco harvested on this farm in the years 1928-1933, inclusive, as determined by a committee designated by the Secretary, and shown on the schedule, Form T 80, attached hereto and made a part of this contract. In no event shall such "base tobacco acreage" be less than one (1) acres.

-Georgia-Florida Type 62 (T. Form 78), Sec. 3

The "base tobacco acreage" for this farm shall be one of the following as chosen by the producer;

(1) The average tobacco acreage planted on this farm in the crop years 1929-30, 1930-31, 1932-33, and 1933-34

(2) Eighty-five percent (85%) of the average tobacco acreage planted on this farm in the crop years 1929-30, 1930-31 and 1932-33.

(3) Eighty-five percent (85%) of the average tobacco acreage planted on this farm in the crop years 1929-30, 1930-31, and 1933-34.

(4) Eighty-five percent (85%) of the average tobacco planted on this farm in the crop years 1929-30, 1932-33, and 1933-34.

(5) Eighty-five percent (85%) of the average tobacco acreage planted on this farm in the crop years 1920-31, 1932-33, and 1933-34.

-Puerto Rican Type 46 Contract, Sec. 3

The "base acreage" shall be the average of the tobacco acreage in 1932 and 1933.

-Maryland Type 32 Contract, Sec. 3(a)

(1) Administrative Rulings Pertinent

In addition to the options allowed by paragraph 3 of the Burley Tobacco Adjustment Contract, the following additional option shall be allowed:

70 percent of the 1931 acreage and 60 percent of the 1931 production.

-Tobacco Admr. Ruling No. 1 (Feb. 1934)

In addition to the options allowed by Paragraph 3 of the Fire-cured Tobacco Types 21, 22, 23 and 24 Production Adjustment Contract, the following additional options shall be allowed:

Option (f): "80 percent of the 1932 acreage and production";

Option (f) is offered to all producers, without regard to weather or other conditions affecting production in 1932.

Option (g): "An acreage equal to that provided by any of the options (a), (b), (c), (d), (e), or (f) and a production obtainable by applying to this acreage a yield per acre equal to 2/3 the yield per acre of any of the years 1931,1932, or 1933."

Option (g) is offered only to producers whose production in two of the three years 1931, 1932, or 1933 was abnormally low because of drought, flood, hail, or storm damage.

-See, Tobacco Admr. Ruling No. 14 (Feb. 1934)

-See also, Amendment 1 to Tobacco Admr. Ruling No. 14

(T-77, Supplement 11) making Tobacco Admr. Ruling applicable to Dark Air-cured Tobacco Types 35,36, and 37.

In lieu of the options allowed by paragraph 3 of the Dark Air-cured Tobacco Types 35,36, and 37, Production Adjustment Contract, any grower of Virginia Sun-cured tobacco type 37 shall be permitted to use one of the following three options:

"(f) 85% of the 1931 acreage and production"

"(g) The 1932 acreage and production"

"(h) The 1933 acreage and production"

-Tobacco Administrative Ruling, No. 15, (Feb. 1934)

Use of marketable tobacco stolen or destroyed by fire in determining the base tobacco production.
-See: Tobacco Admr. Ruling, No. 2 (Feb. 1934)
-See also, Form T-77, Supplement No. 5 (June 1934)

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The "average annual acreage" is that annual average (in acres) of the land now in this farm seeded to wheat in the period of crop years (not to exceed five) up to and including 1932, determined by the County Allotment Committee for the county or for this farm, for the purpose of arriving at a representative average acreage and production for this farm, as a basis for determining the farm allotment.
-Application for Wheat Allotment Contract, incorporated into the Wheat Allotment Contract by Section 1 thereof.

(1) Administrative Rulings and Regulations Pertinent

Determination of average annual acreage and production.
(1) Use of the 4-year base period.
(2) Use of the 5-year base period.
(3) Use of the average annual acreage seeded to wheat for the standard base period.
(4) Use of an average yield for drought areas.
-See: Wheat Regulations, Series 2, Sec. 401

Application for method of determining farm allotments for county.
-See: Wheat Regulations, Series 2, Sec. 402

Request for method of determining farm allotments for individuals.
-See: Wheat Regulations, Series 2, Sec. 403

Individual base period must not be shorter than that of the county.
-See: Wheat Regulations, Series 2, Sec. 404

Determination of adjusted average annual production.
-See: Wheat Regulations, Series 2, Sec. 406

Effect of summer fallow and crop rotation on determination of average annual acreage.
-See: Wheat Regulations, Series 2, Section 501

Acreage reseeding to be disregarded in determining the average annual acreage.
-See: Wheat Admr. Ruling, No. 1
Use of volunteer or self-seeded wheat in determining seeded acreage and production.
-See: Wheat Admr. Ruling, No. 12.

C. DETERMINATION OF BASE ACREAGE AND/OR BASE PRODUCTION

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

b. 1935 Corn-Hog Contract

(1) Administrative Rulings Pertinent

Removal of restrictions on number of pigs purchased contained in section 5 of the contract and in Ruling 131 on the number of feeder, stocker and breeding hogs which may be purchased by contract signers and restrictions on the number of pigs which may be fed for others by contract.
-Corn-Hog Adm. Ruling No. 134 (Jan. 25, 1935)

Waiver of requirement of Corn-Hog Administrative Ruling 107 which relates to planting at least 25 percent of the corn base of the farming unit operated in 1934 by an applicant for a 1935 Corn-Hog Contract. Hog base where eligibility exists as to corn payments but not hog payments.
-See Corn-Hog Adm. Ruling No. 136 (March 15, 1935)

Death of Stock-Share Landlord -- Permissible Hog Production by Producer.
-See Corn-Hog Adm. Ruling 141 (April 22, 1935)

Amendment to Ruling 131, Waiver by share cropper of his share in the corn payments.
-See Corn-Hog Adm. Ruling No. 137 (March 15, 1935)

Amendment to Adm. Ruling 124.
-See Corn-Hog Adm. Ruling No. 139 (March 25, 1935)

Termination of lease in 1935.
-See Corn-Hog Adm. Ruling No. 142 (April 22, 1935)

2. Cotton Adjustment Plan

a. 1933 Cotton Option Benefit or Benefit Contracts

b. 1934 and 1935 Cotton Acreage Reduction Contract

(1) Administrative Rulings Pertinent

Appeals re 1934 and 1935 Cotton Acreage Reduction Contracts re estimated average acreage or production,

base acreage or base production, county and farm allotments and issuance of tax exemption certificates.

-See: Cotton Adm. Ruling 31 (April 12, 1935)
(Cotton 106 - Amendment No. 1)
(B. A. 219 - " No. 2)

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

The base acreage shall be determined as prescribed in Administrative Ruling No. 2, Cotton 106.

-See: 1934 and 1935 Cotton Contract, Sec. 1. (Cotton 101)

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

The producer shall have the right to choose any one of the following options to be used in determining the 'base sugar production' of this farm.

(1) The average production of sugar from sugar cane grown on this farm for the crop years 1930-31, 1931-32 and 1933-34.
(2) Eighty percent of the average production of sugar from sugar cane grown on this farm for the crop years 1931-32 and 1933-34.
(3) Seventy percent of the production of sugar from sugar cane grown on this farm for the crop year 1931-32 or 1933-34 or 1934-35.
(4) If a producer becomes a party to a contract applicable to only the 1935-36 crop, and none of the above options is applicable to the producer, the Secretary shall determine his base sugar production in a manner equitable to the producer and to other producers and such determination by the Secretary shall be final.

The "base sugar production" for this farm is the number of short tons of sugar calculated from the date set forth in section 33, on the basis of the option chosen in paragraph (a) of this section; provided, that if such date is not substantiated to the satisfaction of the Secretary he may adjust the same on the basis of the best evidence available to him.

-Puerto Rico Sugar Cane Contract, Sec. 2.

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[1] This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

4. Sugar Beet and Sugarcane Adjustment Plan

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract.

[1]The total base production for the Territory of Hawaii is 1,134,181 tons.

The plantation-producers of the Territory of Hawaii who are eligible to enter into this contract with the Secretary of Agriculture, the base production in terms of short tons, raw value, and the production percentage of each such plantation-producer, are: * * *

See - Footnote p. 1 of Hawaiian Sugarcane Contract

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Continuation of Contract during 1936.
1935 Supp. Wheat Contract

(1) Administrative Rulings Pertinent.

"Base Acreage" for 1936 as used in supplementary wheat contract.

See: Wheat Adm. Ruling No. 42, W-41.

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

The producer agrees that for the purposes of checking compliance and making payments under this contract "the producer"s share of the acreage planted to rice in 1935" on each farm covered by this contract shall be that acreage actually planted to rice on such farm in 1935 which bears the same ratio to the total acreage planted to rice on such farm in 1935 that the acreage allocated by the producer to such farm bears to the total acreage allocated thereto by all persons participating in the production of rice thereon; -Sec. 2(c)

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

"Producer's share of the rice acreage planted" and the "producer's share of the acreage planted to rice in 1935" each means, with respect to any farm, that acreage which bears the same ratio to the total rice acreage planted on that farm in 1935 (as determined upon checking compliance with the Contract in the manner prescribed by the Secretary) that the acreage allocated by the producer to that farm in a Declaration bears to the total rice acreage allocated in such Declaration to that farm.

Southern Rice Adm. Ruling No. 1
(April 18, 1935)

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Same as above

Calif. Rice Admin. Ruling No. 1
(April 18, 1935)

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

The "acreage allocated" by the producer means that part of a producer's allotment which, in a Declaration, he allocates to a given farm as a basis for determining his share of the total rice acreage planted on that farm in 1935.

Southern Rice Admin. Ruling No. 1 (April 18, 1935)

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Same as above

Calif. Rice Admin. Ruling No. 1
(April 18, 1935)

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

The term "State base period" means the period of calendar years 1929 to 1933, inclusive.

The "State Allotment" shall be 135,000 acres for Arkansas, 364,500 acres for Louisiana, and 142,500 acres for Texas. The "State Quota" shall be 1,834,722 barrels for Arkansas, 3,898,333 barrels for Louisiana, and 2,010,833 for Texas.

The term "base period" in Arkansas and Louisiana means the period of the calendar years 1929 to 1933, inclusive, and in Texas the years 1931 to 1933, inclusive.

The "producer's Allotment" and the "producer's Quota" means respectively the rice acreage and the rice production assigned by the State Committee, acting for and on behalf of the Secretary, to the producer for 1935 and determined according to the procedure set forth in Administrative Ruling II hereof.

-Southern Rice Admin. Ruling No. 1 (April 18, 1935)

b. 1935 Calif. Rice Prod. Adj. Contract (1) Admin. Rulings Pertinent

The term "State base period" means the period of calendar years 1927 to 1934 inclusive.

The "State Allotment" and the "State Quota" means respectively 80 percent of the eight year average of the official figures (as defined in sub-paragraph (t) of this numbered ruling) representing for California the acreage of rice and the production of rice during each year of the State base period. The State Allotment and the State Quota so determined shall be respectively 94,296 acres and 2,708,810 bags.

The term "base period" means the period of calendar years 1929 to 1933 inclusive.

The "producer's Allotment" and the "producer's Quota" mean respectively the rice acreage and the rice production assigned by the State Committee, acting for and on behalf of the Secretary, to the producer to 1935 and determined according to the procedure set forth in Administrative Ruling II hereof.

-Calif. Rice Admin. Ruling No. 1 (April 18, 1935)

"State Allotment"

The 'State Allotment" shall be 139,050 acres for Arkansas, 377,790 acres for Louisiana, and 146,775 acres for Texas. The 'State Quota' shall be 1,871,416 barrels for Arkansas, 3,976,300 barrels for Louisiana, and 2,051,050 barrels for Texas.

Amendment to Southern Rice Admin. Ruling No. 1, Form Rice 31, Supp. No. 1, (May 23, 1935).

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

The "State Allotment" and the "State Quota" shall be, respectively, 97,125 acres and 2,762,986 bags.

Amendment to Calif. Rice Admin. Ruling No. 1, Form Rice 47, Supp. No. 1 (May 23, 1935).

D. GROWING OF SPECIFIC[1] COMMODITY ON NONCONTRACTED LANDS

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

Not increase in 1934 the aggregate corn acreage on all other land owned, operated or controlled by him which is not covered by a Corn-Hog Reduction Contract above the average acreage for such land in 1932 and 1933; and not have any vested or contingent interest in hogs located on land not owned or operated by him.
-Corn-Hog Reduction Contract, Sec. 4

The landlord agrees to be bound by all of the terms of this contract as if therein named as the producer, and without limitation of the foregoing the landlord agrees not to increase in 1934 the aggregate corn acreage on all other land owned, operated, or controlled by him in 1934 not covered by a Corn-Hog Reduction Contract, nor his production of hogs in 1934 not under such a contract, above the respective annual averages for 1932 and 1933; provided, however, the landlord shall not be responsible for hog production on this farm unless receiving part of the hog reduction payment hereunder, nor for the producer's production of corn or hogs on land in which the landlord has no interest.
-Corn-Hog Reduction Contract, Sec. 14 [2]

(1) Administrative Rulings Pertinent

If any land owned and operated, or operated (which shall include control exercised under a stock-share agreement) in 1934 by a party to a corn-hog reduction contract is not covered by a contract, the aggregate of 1934 litters and hogs produced for a market therefrom on all such land shall not exceed the respective aggregate annual averages for 1932-33 for such land.
-Corn-Hog Administrative Ruling, No. 29 (Dec. 28, 1933)

Planting of fodder corn for roughage purposes in drought areas.
-See: Corn-Hog Admr. Ruling, No. 59 (May 28, 1934)
Corn-Hog Admr. Ruling, No. 60 (June 8, 1934)

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[1] The commodity covered by a particular contract.

[2] This section is applicable if producer as tenant rents all or part of "this farm" on shares.

Planting of fodder corn or grain sorghum for roughage purposes on rented acres in drought areas.
-See: Corn-Hog Admr. Ruling No. 62 (June 30, 1934)

b. 1935 Corn-Hog Contract

The producer agrees: That the aggregate acreage planted to corn in 1935 on all land owned, operated, or controlled by him in 1935 (except land rented by him in 1935 to a tenant for cash or for a fixed commodity payment), which is not covered by a 1935 Corn-Hog Contract, will not exceed the adjusted aggregate average acreage planted to corn in 1932 and 1933 on such land.

That the total number of hogs produced for market from litters farrowed in 1935 on farming units operated by him as a producer or as stock-share landlord and not covered by a 1935 Corn-Hog Contract will not exceed the aggregate annual average number of hogs produced for market from litters owned by him when farrowed in 1932 and 1933 on land so operated by him on December 1, 1933, and not covered by a 1935 Corn-Hog Contract under which he may receive a hog payment, and that in 1935 he will not have any vested or contingent interest in hogs, except on farming units operated by him as a producer or as a stock-share landlord.

That the number of feeder, stocker, and breeding hogs purchased by him in 1935, plus those fed for others, except for such hogs as are acquired by direct purchase from persons who have executed and are complying with 1935 Corn-Hog Contracts, shall not exceed the adjusted annual average number of such hogs purchased and fed by him in 1932 and 1933 on farming units operated by him (herein referred to as the "feeder pig base").
-1935 Corn-Hog Contract, Secs. 3,4,5

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

b. 1934 and 1935 Cotton Acreage Reduction Contract

The producer shall not grow cotton during 1934 and 1935 on land owned, operated, or controlled by him unless such land is covered by a 1934 and 1935 Cotton Acreage Reduction Contract, except as provided in regulations and administrative rulings.
-1934 and 1935 Cotton Reduction Contract, Sec. 2

(1) Administrative Rulings Pertinent

The Cotton Section, Production Division, Agricultural Adjustment Administration, may suspend the provisions of Paragraph 2 of the contract in respect to any producer and author-

ize the exemption of particular farms from the provisions of such paragraph, when evidence satisfactory to the Cotton Section has been presented showing that such suspension is necessary in order to permit the producer to sign a contract. Such exemption shall be subject to such terms and conditions as the Cotton Section may impose.

-1934 and 1935 Cotton Admr. Ruling, No. 7 (Dec. 1933)

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

If any farm other than the one covered by this contract is owned or operated by the producer, such farm shall be covered by like contract, if peanuts are grown thereon. * * *

-Peanut Contract, Sec. 7

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract.

The producer represents that he does not control any farm on which sugar beets are being grown in any other factory district, other than the farm(s) described in the attached, Sugar 8. The producer agrees that with respect to the farm(s) described in such attached form, and to such farms hereafter acquired or controlled, he shall enter into a Sugar Beet Production Adjustment Contract with the Secretary. Any violation of any of the terms and conditions of such other contract or contracts shall be ground for rescission and/or termination of this contract by the Secretary.

-Sugar Beet Contract, Sec. 11

b. Sugarcane Production Adjustment Contract (Louisiana)

The producer further represents that he does not control any other farm in this State, on which sugarcane is being grown which is not covered by a similar contract. The producer agrees that he will execute an offer for a contract with respect to any other farm or farms in this State on which sugarcane is being grown, either now or hereafter controlled by the producer, provided, however, that where the prior owner of land, hereafter acquired has already entered into a contract, with respect thereto, the producer shall be bound by such contract and entitled to the allotment thereunder pursuant to Section 13. Any breach of any of the terms and conditions of such like contract, or contracts, shall be grounds for termination of this contract by the Secretary. Any such farm now or hereafter controlled by the producer as to which he does not enter into a contract, shall be deemed to be a part of this farm under this contract and subject to the limitations imposed with respect thereto, until such time as he enters into a contract with respect thereto.

-Sugarcane Contract, Sec. 2

c. Philippine Sugarcane Production Adjustment Contract

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

If any other contract than the one covered by this contract is owned or operated by the producer, such farm must be covered by a like contract if tobacco is grown thereon, and a breach of any of the terms and conditions of such like contract shall be grounds for termination of this contract by the Secretary.

-Georgia-Florida Type 62 Contract (Form T 10), Sec. 4
-Miami Valley Types 42,43,44 Contract, Sec. 10
-New England Types 51 and 52 Contract, Sec. 10
-Pennsylvania Type 41 and New York-Pennsylvania Type 53 Contract, Sec. 10
-Wisconsin Types 54 and 55 Contract, Sec. 10

b. 1934 Tobacco Contracts

If any other contract than the one covered by this contract is owned or operated by the producer, such farm must be covered by a like contract if tobacco is grown thereon, and a breach of any of the terms and conditions of such like contract shall be grounds for termination of this contract by the Secretary.

-Dark Air-cured Types 35,35,37 Contract, Sec. 14
-Fire-cured Types 21,22,23,24 Contract, Sec. 14
-Flue-cured Types 11,12,13,14 Contract, Sec. 13
-Georgia-Florida Type 62 Contract (Form T 78), Sec. 15
-Puerto Rican Contract Type 46, Sec. 12
-Burley Type 31 Contract, Sec. 14

If any farm or farms, or tobacco-producing land, not covered by this or a similar tobacco production adjustment contract, is owned, operated, or controlled in 1934 or 1935 by the producer or the landlord to whom this farm belongs, the acreage thereon shall not, nor shall the yield by unusual cultural practices, be increased above the average for such farm or farms or tobacco-producing land during the years used herein in determining the base acreage and base yield respectively.

-Maryland Type 32 Contract, Sec. 11

(1) Administrative Rulings Pertinent

Possible exceptions to placing all farms under contract.

Land purchased or leased by a contracting producer must be covered by a contract.

-See: Tobacco Admr. Rulings No. 21 and No. 22 which are applicable to the following tobacco contracts:

-Burley Type 31
-Dark Air-cured Types 35,36,37
-Fire-cured Types 21,22,23,24
-Flue-cured Types 11,12,13,14
-Maryland Type 32

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

If any farm other than the one covered by this contract is owned or operated by the producer in 1934 or 1935, such farm shall not be used for the purpose of increasing the wheat acreage thereon in any amount to offset the required reduction on this farm, and a breach of this condition shall be a ground for termination of this contract by the Secretary, and the discontinuance of any furthur payments hereunder.

-Wheat Contract, Sec. 8

(1) Administrative Rulings Pertinent

Any individual producer, whether landlord or tenant, who has contracted to reduce wheat acreage on one farm and agreed not to increase wheat acreage on any other farm, has the same choice in determining the base period for seeded acreage on the noncontracted farm or farms, as on contracted farms, or he may use the 1933 acreage, whichever is larger.

-Wheat Admr. Ruling, No. 8

SUPPLEMENT

D. GROWING OF SPECIFIC COMMODITY ON NONCONTRACTED LANDS

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

(1) Administrative Rulings Pertinent

Removal of restrictions on number of pigs purchases contained in section 5 of the contract and in Ruling 131 on the number of feeder, stocker and breeding hogs which may be purchased by contract signers and restrictions on the number of pigs which may be fed for others by contract.
-Corn-Hog Adm. Ruling No. 134 (Jan. 25, 1935)

Allowance for Home Consumption--No Hog Payment Contracts.
-See Corn-Hog Adm. Ruling No. 140 (April 5, 1935)

Death of Stock-Share Landlord--Permissible Hog Production by Producer.
-See Corn-Hog Adm. Ruling No. 141 (April 22, 1935)

Termination of lease in 1935.
-See Corn-Hog Adm. Ruling No. 142 (April 22, 1935)

2. Cotton Adjustment Plan

b. 1934 and 1935 Cotton Acreage Reduction Contract.

(1) Administrative Rulings Pertinent

Paragraph 2 of the 1934 and 1935 Cotton Acreage Reduction Contract shall be interpreted to mean that whenever any owner, landlord, and/or tenant shall enter into one such contract, covering a farm owned, operated, or controlled by him, he is obligated to enter similar contracts covering all other cotton farms owned, operated, or controlled by him, except as paragraph 2 may be suspended by the Cotton Production Section in accordance with Administrative Rulings Nos. 7 and 7a.
-1934 and 1935 Cotton Adm. Ruling No. 19 (Feb. 21,1934)

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

Not grow cotton during 1935 on land owned, operated, or controlled by him unless such land is covered by a 1934 and 1935 Cotton Acreage Reduction Contract, except as provided in administrative rulings.
-1934 and 1935 Cotton Contract, Sec. 2.

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[1] This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

(1) Administrative Rulings Pertinent

Adjustment of allotted peanut acreage.
-See: Peanut Adm. Ruling No. 2, March 21, 1935.
See also Form P. N. 15.

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

Other farms. Any farm now or hereafter owned or leased by the producer during the period of this contract, as to which he has not entered into a contract, shall be deemed to be subject to all of the limitations imposed with respect to the farm under this contract until such time as he enters into a contract with respect to such other farm.
-Puerto Rico Sugar Cane Contract, Sec. 10.

f. Florida Sugarcane Production Adjustment Contract

The producer represents that he does not control any other farm in this State, on which sugarcane is being grown, which is not covered by a similar contract. The producer agrees that he will execute an offer for a contract with respect to any other farm or farms in this State, on which sugarcane is being grown, either now or hereafter controlled by the producer, provided, however, that where the prior owner of land hereafter acquired has already entered into a contract with respect thereto, the producer shall be bound by such contract and entitled to the allotment thereunder pursuant to section 10. Any breach of any of the terms and conditions of such like contract, or contract, shall be ground for termination of this contract by the Secretary. Any such farm now or hereafter controlled by the producer, as to which he does not enter into a contract, shall be deemed to be a part of this farm under this contract and subject to the limitations imposed with respect thereto, until such time as he enters into a contract with respect thereto.
- Sec. 2

f. Florida Sugarcane Production Adjustment Contract

The producer shall have the right, upon submitting evidence satisfactory to the Secretary that any portion of this farm upon which sugarcane is being grown is about to be abandoned for the production of sugarcane, or that the sugarcane growing upon such such portion of this farm is, or is about to become, exhausted, and that sugarcane will not be produced upon such portion of this farm for the next ensuring crop year, to plant, grow, cultivate, and harvest an equal number of acres of sugarcane in another location in the State of Florida, whether or not the land upon which said sugarcane shall be planted and grown is a part of the farm referred to herein. All sugarcane so planted shall be subject to the terms and provisions of this contract and the land upon which the same is planted shall be deemed for all purposes to be a part of the farm referred to in this contract.
-Sec. 10(b)

5. Tobacco Adjustment Plan

a. 1935 Tobacco Contracts

If any farm other than the one covered by this contract is owned or operated by the producer, such farm shall be covered by a tobacco contract if tobacco is grown thereon. Any breach of any of the terms and conditions of such tobacco contract shall be grounds for termination of this contract by the Secretary.
-Sec. 5

Special Base Tobacco Contract Form T-173, Feb. 1935.
- Flue Cured Types 11, 12, 13 and 14
- Burley Type 31
- Fire Cured Types 21, 22, 23 and 24
- Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
- Pa. Type 41 and N.Y.-Penn. Type 53
- Miami Valley Types 42, 43 and 44
- New England Types 51 and 52
- Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The acreage seeded to wheat for harvest in 1935 on any farm owned or operated by the producer, which is not covered by a wheat allotment contract, shall not exceed (a) the acreage seeded to wheat thereon for the crop year 1933 or (b) the average acreage seeded to wheat thereon during the base period fixed in the wheat allotment contract, whichever may be the larger.

Sec. 3. 1935 Supp. Wheat Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

This contract shall apply to every farm upon which the producer participates in any manner in the production of rice in 1935 (hereinafter referred to as "the farm(s) covered by this contract").

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

"Farm" means one contiguous tract of land operated as one unit substantially separate from any other such tract of land.

-Southern Rice Admin. Ruling No. 1
(April 18, 1935)

b. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

"Farm" or "ranch" means one contiguous tract of land operated as one unit substantially separate from any other such tract of land.

-Calif. Rice Admin. Ruling No. 1
(April 18, 1935)

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

See Southern Rice Admin. Ruling No. VIII (June 1935)

E. LIMITATION ON CROPS AND COMMODITIES OTHER THAN THE SPECIFIC COMMODITY COVERED BY A PARTICULAR CONTRACT.[1]

1. Corn-Hog Adjustment Plan.

a. 1934 Corn-Hog Reduction Contract

Not increase on this farm in 1934 above 1932 or 1933, whichever is higher: (a) The total acreage of crops planted for harvest, plus the contracted acres; (b) The acreage planted to each crop for sale, designated as a basic commodity in the Act; (c) The total acreage of feed crops other than corn and hay; (d) The number of any kind of livestock other than hogs designated as a basic commodity in the Act (or a product of which is so designated) kept on this farm for sale (or the sale of product thereof). And not increase the number of feeder pigs bought in 1934 above the adjusted average number for 1932 and 1933.

-Corn-Hog Contract, sec. 3

(1) Administrative Rulings Pertinent

Method of computing the total acreage of crops in 1934.

-See: Corn-Hog interpretation, issued March 21, 1934

Production of other basic commodities permitted under contracts with the Secretary.

-See: Corn-Hog Admr. Ruling, No. 23 (Dec. 28, 1933)

Beef cattle, barley, flax, grain sorghums, peanuts, and rye not to be considered as basic commodities in determining compliance in 1934; but to be considered in 1935.

-See: Corn-Hog Admr. Ruling No. 54 (Apr.16, 1934)

Permissible to plant feed crops on abandoned winter wheat land.

-See: Corn-Hog Admr. Ruling No. 37 (Jan. 29, 1934)

Amendment permitting the planting of certain crops on abandoned clover acreage.

-See: Corn-Hog Admr. Ruling No.41 (Feb. 1934)

Permissible to plant, in excess of acreage permitted under the contract, fodder corn for roughage purposes only and forage crops for pasture or hay only in drought areas on acres other than contracted or rented acres.

-See: Corn-Hog Admr. Ruling No. 59

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[1]See, also, "Use of Contracted and Rented Acres"

Further modification of crop restriction because of the drought so as to permit the planting, pasturing and harvesting in 1934 of pasture and forage crops except corn and grain sorghums on any land covered by the contracts; and to permit planting in 1934, on other than rented or contracted acreage, of corn and grain sorghums for roughage purpose only, in excess of acreage of such crops heretofore permitted under such contracts.

-See: Corn-Hog Admr. Ruling No. 60 (June 8, 1934)

Limitation of number of any kind of livestock designated as basic commodity in Act.

-See: Corn-Hog Admr. Rulings No. 36 and No. 54

New producer not subject to terms of paragraph 3(d) of the contract with respect to dairy cows.

-See: Corn-Hog Admr. Ruling No. 48 (Mar. 9, 1934)

Restrictions on purchase of feeder pigs.

-See: Corn-Hog Admr. Ruling No. 52 (Apr. 5, 1934)

Modification of restrictions on purchase of feeder pigs.

-See: Corn-Hog Admr. Ruling No. 65 (Aug. 6, 1934)

Section 4 of the contract not applicable to dairy cattle for the year 1934.

-See: Corn-Hog Admr. Ruling No. 67 (Aug. 30, 1934)

b. 1935 Corn-Hog Contract

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

b. 1934 and 1935 Cotton Acreage Reduction Contract

Not increase on this farm in 1934 above 1932 or 1933, (a) The total acreage planted to crops, including the rented acres; (b) The acreage planted to each crop for sale, designated in the act as a basic commodity, except as may be permitted under the contract between the producer and the Secretary; (c) The number and kind of livestock designated as a basic commodity in the act (or a product of which is designated) kept for sale (or the sale of a product thereof).

-1934 and 1935 Cotton Reduction Contract, Sec. 4

(1) Administrative Rulings Pertinent

Nothing in Paragraph 4 of the contract shall be construed as prohibiting planting in 1934 or 1935 of any number of acres of any crop or the production of any livestock or product thereof which is designated as a basic commodity under the Act, if any contract between the producer (or owner) and the Secretary permits such number of acres or production on the farm.
-Cotton Admr. Ruling No. 11 (Dec. 1933)

The provision relating to the increase in number and kind of livestock designated as a basic commodity (or a product of which is so designated) shall not apply to dairy cattle for the year 1934.
-See: Cotton Admr. Ruling No. 20 (Aug. 30,1934)
Application of paragraph 4 of the contract in 1935
-See: Cotton Admr. Ruling No. 20 (Feb. 20, 1935)[1]

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

The acreage planted on this farm in 1935 to each crop for sale designated in the Act as a basic commodity, shall not be greater than the acreage so planted in 1932 or 1933, except as may be permitted under a contract between the producer and the Secretary, and the total acreage planted to cash or grain crops (other than basic commodities) for sale shall not be greater in 1935 than in 1932 or 1933.
-Peanut Contract, Sec. 5

4. Sugar beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

b. Sugarcane Production Adjustment Contract (Louisiana).

c. Philippine Sugarcane Production Adjustment Contract

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

The total acreage planted to crops to be harvested on this farm in 1934 plus the contracted acres of 1934 shall not be greater than the acreage so planted in 1932 or 1933, whichever is greater. (This shall not affect the producers' right to harvest crops for home consumption from the contracted acres as provided in paragraph 3 of the notice of the Secretary.) The acreage planted for sale on this farm in 1934 to

[1] Application of administrative rulings
-See: Cotton Adm. Ruling, No. 30 (Feb.20, 1930)

each crop designated in the act as a basic commodity shall not be greater than the acreage so planted in 1932 or 1933, whichever is greater, except as may be permitted under a contract between the producer and the Secretary. The number of any kind of livestock designated in the act as a basic commodity (or a product of which is so designated) kept on this farm for sale (or for the sale of a product thereof) shall not be greater in 1934 than in 1932 or 1933, whichever is greater, except as may be permitted under a contract between the producer and the Secretary.

-Sec. 4, Rider A, to the following Tobacco Acreage Reduction Contracts:

-Miami Types 42,43,44
-New England Types 51,52
-Pennsylvania Type 41 and New York-Penn. Type 53
-Wisconsin Types 54,55

b. 1934 Tobacco Contracts

The total acreage planted to crops to be harvested on this farm in 1934 plus the rented acres shall not be greater than the acreage so planted in 1932 or 1933. (This shall not affect the producer's right to harvest crops for home consumption from the rented acres as provided in the following paragraph.) The acreage planted for sale on this farm in 1934 to each crop designated in the act as a basic commodity shall not be greater than the acreage so planted in 1932 or 1933, except as may be permitted under a contract between the producer and the Secretary. The number of any kind of livestock designated as a basic commodity in the act (or a product of which is so designated) kept on this farm for sale (or the sale of a product thereof) shall not be greater in 1934 than in 1932 or 1933, except as may be permitted under a contract between the producer and the Secretary.

-Burley Type 31 Contract, Sec. 8
-Dark Air-Cured Types 35,36, 37 Contract, Sec. 8
-Fire-Cured Types 21,22,23,24 Contract, Sec. 8
-Flue-Cured Types 11,12,13,14 Contract, Sec. 7
-Maryland Type 32 Contract, Sec. 9
-Georgia-Florida Type 62 Contract (Form T-78) Sec. 9
-Puerto Rican Type 46 Contract, Sec. 10

(1) Administrative Rulings Pertinent

Limitations upon crops and limitations upon livestock set forth in detail.

-See: Tobacco Admr. Ruling No. 3 (Feb. 3,1934) and see, Tobacco Admr. Ruling No. 32 (Aug. 30,1934)

Modification on restrictions on crops to permit planting, in excess of the acreage permitted under the

contracts, of fodder corn for roughage purposes only and of forage crops for pasture and hay only. Modification only in drought areas and on other than contracted and rental acres.

-See: Tobacco Admr. Ruling No. 25 (May 19,1934)

Further modification of crops restrictions because of drought so as to permit the planting, pasturing and harvesting in 1934 of pasture and forage crops except corn and grain sorghums on any land covered by the contracts; and to permit planting in 1934, on other than rental or contracted acreage, of corn and grain sorghums for roughage purposes only, in excess of such crop heretofore permitted under the contracts.

-See: Tobacco Admr. Ruling No. 26 (June 8, 1934)

The provision relating to the increase in number and kind of livestock designated as a basic commodity (or a product of which is so designated) shall not apply to dairy cattle for the year 1934.

-Tobacco Admr. Ruling No. 32 (Aug. 30, 1934)

6. Wheat Adjustment Plan

a. Wheat Allotment Contract[1]

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[1] See: Use of Contracted or Rented Acres.

E. LIMITATION ON CROPS AND COMMODITIES OTHER THAN THE SPECIFIC COMMODITY COVERED BY A PARTICULAR CONTRACT

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

(1) Administrative Rulings Pertinent

Removal of Restriction on Wheat.
-See Corn-Hog Adm. Ruling No. 68 (April 8, 1935)

b. 1935 Corn-Hog Contract

2. Cotton Adjustment Plan

b. 1934 and 1935 Cotton Acreage Reduction Contract

(1) Administrative Rulings Pertinent

Amendment to Cotton Adm. Ruling No. 20, removing restrictions on utilization of wheat planted in 1934-35.
-See: Amendment 4 (May 1, 1935)

Amendment to Cotton Adm. Ruling No. 20:
Application of Paragraph 4 of the Contract in 1935.--Paragraph 4 of the contract as it applies in 1935 means that producers and/or landlords agree as a part of their performance not to increase on the farm in 1935 above 1932 or 1933 in the case of a contract entered into in 1934, or above 1933 or 1934 in the case of a contract entered into for 1935 only, the acreage planted in 1935 to peanuts, rice, tobacco, or wheat for sale, except as may be permitted under a contract between the producer and the Secretary of Agriculture.

"Peanuts" as used in this ruling means peanuts as defined in the Peanut Production Adjustment Contract, Form PN-1, that is, "Peanuts of any type or variety except such as are harvested solely by hogs and/or other livestock."

As to contracts entered into for 1935 only, the provisions of the contract respecting planting of wheat will be deemed to have been complied with if the aggregate acreage planted to wheat in both the spring and fall of 1935 on the land contained in the farm in 1935 does not exceed the aggregate acreage planted to wheat in both the spring and fall of 1933 or 1934, whichever is greater, This ruling recognizes that footnote 2 to Table 1 of Form No. Cotton 101A should have read as follows and in checking compliance it shall be so read: "Land planted to wheat for 1933 is the land planted to wheat in the spring of 1933 for harvest in 1933 and in the fall of 1933 for harvest in 1934. Land planted to wheat for 1934 is the land planted to wheat in the spring of 1934 for harvest in 1934 and in the fall of 1934 for harvest in 1935."
-Amendment 3, April 18, 1935.

Modification of restrictions because of drought.
-See: Cotton Adm. Ruling dated Aug. 2, 1934.

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

Not increase in 1935 above 1933 or 1934, except as may be permitted under a contract between the producer and the Secretary, the acreage planted to peanuts, rice, tobacco, or wheat for sale.
-1934 and 1935 Cotton Contract, Sec. 4.

4. Sugar Beet and Sugarcane Adjustment Plan

c. Philippine Sugarcane Production Adjustment Contract

(1) Administrative Rulings Pertinent

Production of tobacco on sugarcane land, except that such tobacco shall not be marketed or sold for shipment to United States or its territories or possessions, other than Philippine Islands.
-Sugar Adm. Ruling No. 2 (March 2, 1935)

d. Puerto Rico Sugarcane Production Adjustment Contract

Processing contracted sugar cane into molasses. In the event the Secretary shall so direct, the producer agrees to harvest and deliver to the mill with which he has a grinding contract or arrangement all or such portion as the Secretary shall designate, of the sugar cane grown on his farm during either the 1935 or the 1936 crop year which is suitable for grinding in said respective years, such delivery to be made in the usual manner at the usual loading points, for the purpose of having his contracted sugar cane, or its equivalent, processed into molasses for the Secretary. The disposition of the molasses so processed shall be in accordance with a plan, or plans, as directed by the Secretary. In the event of such delivery of his sugar cane, the producer agrees to receive payment from such mill according to his contracts with such mill for the year in which such sugar cane is delivered, upon that portion of his sugar cane which is the equivalent of his 1935 sugar cane and his 1936 production allotment, as the case may be.
-Sec. 9.

Limitation of Tobacco Planting. The producer agrees that he will not grow or cause to be grown on any of his properties, now or hereafter owned or controlled, directly or indirectly, more tobacco in the 1936 crop year than he had growing on his properties, owned or controlled directly

[1]This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

or indirectly, in the 1935 crop year, except as may be permitted under a contract between the producer and the Secretary.

-Puerto Rico Sugar Cane Contract, Sec. 11.

5. Tobacco Adjustment Plan

b. 1934 Tobacco Contracts

(1) Administrative Rulings Pertinent

Provisions limiting keeping or planting for sale any kind of livestock or product thereof inoperative, except as to wheat, cotton, tobacco and peanuts.

Provisions limiting crops for home consumption or to feed livestock modified to permit all of "rental acres" (or "contracted acreage" to be used for said purposes.

See: Tobacco Administrative Ruling No. 43, Form T-77, Supp. 26. (April 5, 1935).

F. USE OF CONTRACTED OR RENTED ACRES

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

Use or permit to be used the contracted acres only as may be prescribed by administrative rulings. Unless otherwise prescribed, such acres shall not be used except for planting additional permanent pasture; for soil-improving and erosion-preventing crops not to be harvested; for resting or fallowing the land; for weed eradication; or for planting farm wood lots.
-Corn-Hog Contract, Sec. 5

(1) Administrative Rulings Pertinent

Definition of terms "additional permanent pasture", "soil-improving and erosion-prevention crops", "for rest and fallowing the land", "planting farm wood lots" used in section 5 of the contract together with an explanation of the provision as a whole.
-See: Corn-Hog Admr. Ruling No. 20 (Dec. 28, 1933) together with Corn-Hog Admr. Ruling No. 40 (Jan. 29, 1934)

Release of contracted acres
-See: Corn-Hog Admr. Ruling No. 43 (Feb. 19, 1934)

Contracts in specified drought areas modified to permit pasturing of contracted acres planted to any pasture crop specified in Admr. Ruling No. 20 and Admr. Ruling No. 40 including sweet clover and old or new seedings. Time period of ruling limited.
-See: Corn-Hog Admr. Ruling No. 58 (May 28, 1934)

Contracts in drought areas modified to permit the planting, pasturing and harvesting in 1934 of pasture and forage crops except corn and grain sorghums on any land covered by such contract, including rented or contracted acres.
-See: Corn-Hog Admr. Ruling No. 60 (June 8, 1934)

Permissible to plant in 1934 on the contracted or rented acres corn and grain sorghums for roughage purposes only, in excess of the acres of such crops heretofore permitted under the contracts.
-See: Corn-Hog Admr. Ruling No. 62 (June 30, 1934)

Contracts modified to permit harvesting in 1934 on rented acres of soybeans, cow peas, forage sorghums, millet and sudan grass.
-See: Corn-Hog Admr. Ruling No. 66 (Aug. 2, 1934)

b. 1935 Corn-Hog Contract

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

In addition to the cash and option contract considerations, I reserve the right to plant the acreage taken out of cotton production, providing the same is planted solely for the production of soil-improvement or erosion-preventing crops or food and feed crops for home use.
-Offer to Enter into Cotton Option-Benefit or Benefit Contracts, Sec. 11

(1) Regulations Pertinent

Land taken out of cotton production may be used during the 1933 cotton season only for the production of soil-improvement or erosion-preventing crops, and for food or feed crops for home use.
-Cotton Regulations, Series 1, Sec. 359 (July, 1933)

b. 1934 and 1935 Cotton Acreage Reduction Contract

Use the rented acres only for: Soil-improving crops; erosion-preventing crops; food crops for consumption by the producer on this farm; feed crops for the production of livestock or livestock products for consumption or use by the producer on this farm; or fallowing; or such other uses as may be permitted by the Secretary or his authorized agent.
-1934 and 1935 Cotton Reduction Contract, Sec. 5

(1) Administrative Rulings Pertinent

The rented acres cannot be made a source of profit by leasing or otherwise disposing of their use or by sale or exchange, directly or indirectly, of products produced on the rented acres, nor can feed crops that would normally be grown on other land for the feeding of livestock be diverted to the rented acres, thereby releasing acreage for the production of some crop or crops for sale.
-Cotton Admr. Ruling No. 9 (Dec. 1933)

The rented acres of 1934 will be released from the terms of the contract in 1934 for the purpose of planting any crop or crops for harvest in 1935, subject to

the provisions of Paragraph 4 of the contract, and the rented acres of 1935 will be released from the terms of the contract in 1935 for the purpose of planting any crop or crops for harvest in 1936; provided, however, that if the rented acres when so released are used for the growing of any crop for sale, directly or indirectly, the total acreage of such crop on this farm in each of the years 1934 and 1935 shall not be in excess of its acreage in 1932 or 1933.

-Cotton Admr. Ruling No. 10 (Dec. 1933)

The Secretary of Agriculture may require the rented acres to be used in such manner and for such purposes as he may direct. In the absence of such direction the rented acres may be used as permitted by Paragraphs 4 and 7 of the contract. The following terms are then defined: "soil-improving crops", "erosion-preventing crops", "food crops", "feed crops", "fallowing".

-See: Cotton Admr. Ruling No. 12 (Dec. 1933)

3. Peanut Adjustment Contract

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

b. Sugarcane Production Adjustment Contract (Louisiana)

c. Philippine Sugarcane Production Adjustment Contract

That all land on which is grown the sugarcane to be destroyed or otherwise disposed of under paragraph 12 above, shall be regarded as sugarcane land during the 1934-35 crop year and that during such period the planter will not plant on such sugarcane land any commodity which has been declared a basic agricultural commodity under the provisions of the Agricultural Adjustment Act, as amended, except as the Secretary by order or regulation may expressly permit, Provided, however, that nothing in this paragraph 19 shall be construed to prohibit the planter from planting, or growing and/or harvesting any basic agricultural commodity upon such sugarcane land for consumption by his own family, employees, household or tenants.

-Philippine Sugarcane Contract, Sec. 19

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

The contracted acreage of 1933 shall be used only as follows: At least one-half thereof shall be left idle or

planted to soil-maintenance crops. The remainder shall be used only for food crops for home consumption on this farm, or for feed crops for the production of livestock (or livestock products) for home consumption or use on this farm.

-Miami Valley Contract, Sec. 6
-New England Contract, Sec. 6
-Pennsylvania and New York-Pennsylvania Contract, Sec. 6
-Wisconsin Contract, Sec. 6

In the event that the Secretary or his authorized agent exercises the privilege set forth in paragraph 18 and/or the privilege set forth in paragraph 19, the Secretary or his authorized agent shall have the further privilege or privileges, as the case may be, of requiring that the producer shall, during the year or years with respect to which such privilege or privileges may be exercised, grow no crops other than soil-maintenance crops on the contracted acreage of such year or years or on any part thereof which the Secretary or his authorized agent may designate.

-Miami Valley Contract, Sec. 20
-New England Contract, Sec. 20
-Pennsylvania and New York-Pennsylvania Contract, Sec. 20
-Wisconsin Contract, Sec. 20

The producer shall use the contracted acreage of 1934 only as follows: All or any part may be left idle or planted to soil-improving or erosion-preventing crops, or to forest trees, or to pasture; not more than one-half may be planted to food crops for home consumption on this farm or to feed crops for livestock (or livestock products) for home consumption or use on this farm, provided the balance of the contracted acreage is left idle or planted to soil-improving or erosion-preventing crops or to forest trees.

-Notification of exercise of privilege of Secretary with respect to 1934 reduction of tobacco, under the Tobacco Acreage Reduction Contracts last listed <u>supra</u>.

b. <u>1934 Tobacco Contracts</u> [1]

The producer shall use the rented acres only as follows: All or any part may be left idle or planted to soil-improving or erosion-preventing crops or to forest trees or to pasture; not more than one-half may be planted to food crops for home consumption on this farm or to feed crops for livestock (or livestock products) for home consumption or use on this farm.

-Burley Type 31 Contract, Sec. 9
-Dark Air-Cured Types 35, 36, 37 Contract, Sec. 9

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[1] In case of execution of Burley Type 31, Fire-Cured Types 21,22,23,24, or Dark Air-Cured Types 35,36,37 subsequent to the harvesting of the 1934 tobacco crop, see Rider B, Part B (f).

-Fire-Cured Types 21,22,23,24 Contract, Sec. 9
-Flue-Cured Types 11,12,13,14 Contract, Sec. 8
-Maryland Type 32 Contract, Sec. 10
-Georgia-Florida Type 62 Contract (Form T 78), Sec. 10
-Puerto Rican Type 46 Contract, Sec. 11

(1) Administrative Rulings Pertinent

Interpretation of the terms: "planted to soil-improving or erosion-preventing crops", "planted to pasture", "feed crops for livestock (or livestock products) for home consumption on this farm".
-Tobacco Admr. Ruling No. 4

The rented acres of 1934 may be released from the terms of the contract in 1934 for the purpose of planting crops to be harvested in 1935 on any date after the harvesting of the 1934 tobacco crop.
-Tobacco Admr. Ruling No. 5

Modification of crop acreage restrictions because of drought.
-See: Tobacco Admr. Rulings No. 26 (June 8, 1934), No. 30 (June 30, 1934), No. 31 (Aug. 2, 1934)

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The contracted acreage of 1934 and 1935 shall not be used for the production of any nationally produced agricultural product for sale, but may be used as follows: Summer fallowed; planted to soil-improving or erosion-preventing crops, or to food crops for home consumption on this farm, or to feed crops for the production of livestock (or livestock products) for home consumption or use on this farm.
-Wheat Allotment Contract, Sec. 6

(1) Administrative Rulings Pertinent

The rules and regulations of the Chief of the Replacement Crops Section, Production Division, Agricultural Adjustment Administration, as outlined in a mimeographed circular entitled "Practices Approved by the Agricultural Adjustment Administration for Contracted Acres Retired from Wheat Production in Connection with the Wheat Allotment Contract", shall be considered part of these Administrative Rulings. (b) The contracted acreage can under no circumstances be made a source of profit by leasing or otherwise disposing of its use.
-Wheat Admr. Ruling No. 25

It shall be deemed to be a violation of his contract for a producer who has executed a contract to shift food

crops grown for home consumption on the farm or feed crops grown for the production of livestock (or livestock products) for home consumption or use on the farm to the contracted acreage, thereby releasing other lands on the farm for the planting of crops for sale or for feed for the production of livestock products for sale.

The contracted acreage of 1934 and 1935 shall not be used to feed or to produce feed for dairy cattle, beef cattle, sheep, or poultry kept for sale or kept for the sale of their products.

-Wheat Regulations, Series 2, Sec. 506

Modification of crop acreage restrictions because of drought.

-See: Wheat Admr. Rulings No. 35 (June 8, 1934), No. 38 (June 30, 1934), No. 39 (Aug. 2, 1934).

SUPPLEMENT

F. USE OF CONTRACTED OR RENTED ACRES

1. Corn-Hog Adjustment Plan

b. 1935 Corn-Hog Contract

(1) Administrative Rulings Pertinent

Removal of restrictions on number of pigs purchased contained in section 5 of the contract and in Ruling 131 on the number of feeder, stocker and breeding hogs which may be purchased by contract signers and restrictions on the number of pigs which may be fed for others by contract.
-Corn-Hog Adm. Ruling No. 134 (Jan. 25, 1935)

Allowance for Home Consumption--No Hog Payment Contracts.
-See Corn-Hog Adm. Ruling No. 140 (April 5, 1935)

2. Cotton Adjustment Plan

b. 1934 and 1935 Cotton Acreage Reduction Contract

(1) Administrative Rulings Pertinent

Modification of restrictions because of drought.
-See: Cotton Adm. Ruling dated Aug. 2, 1934.

c. 1934 and 1935 Cotton Acreage Reduction Contract [1]

Use the rented acres only for: Soil-improving crops; erosion-preventing crops; food crops for consumption on this farm; feed crops for the production of livestock or livestock products for consumption or use on this farm; or following; or such other uses as may be permitted by the Secretary or his authorized agent.
-1934 and 1935 Cotton Contract, Sec. 5.

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[1] This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

5. Tobacco Adjustment Plan

b. 1934 Tobacco Contracts

(1) Administrative Rulings Pertinent

Provisions limiting keeping or planting for sale any kind of livestock or product thereof inoperative, except as to wheat, cotton, tobacco and peanuts.

Provisions limiting crops for home consumption or to feed livestock modified to permit all of "rental acres" (or "contracted acreage" to be used for said purposes.

See: Tobacco Administrative Ruling No. 43, Form T-77, Supp. 26. (April 5, 1935)

The producer shall use the contracted acreage of 1935 only as follows: All or any part may be left idle or planted to soil-improving or erosion preventing crops or to forest trees or to pasture or to food crops for home consumption on this farm or to feed crops for livestock (or livestock products) for home consumption or use on this farm. See Notice of Exercise of Privilege of Sec'y of Agr. re 1935 production of tobacco under following cont:

Penn. Type 41 and New York-Penn. Type 53, Where Rider A (Form T-90) has been executed (Form T-177, March, 1935)
Penn. Type 41 and New York-Penn. Type 53, Where Rider A (Form T-90) has not been executed (Form T-178, March, 1935)
Miami Valley Types 42, 43 and 44, Where Rider A (Form T-91) has been executed (Form T-179, March, 1935)
Miami Valley Types 42, 43 and 44, Where Rider A (Form T-91) has not been executed (Form T-180, March 1935)
New England Types 51 and 52, Where Rider A (Form T-92) has been executed (Form T-181, March, 1935)
New England Types 51 and 52, Where Rider A (Form T-92) has not been executed (Form T-182)
Wisconsin Types 54 and 55, Where Rider A (Form T-93) has been executed (Form T-183, March, 1935)
Wisconsin Types 54 and 55, Where Rider A (Form T-93) has not been executed (Form T-184, March, 1935)

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The acreage permitted to be seeded to wheat on this farm for the crop year 1935 under the terms and conditions of the wheat allotment contract prior to the execution of this contract may be increased by a number of acres not greater than 75 percent of the base acreage for this farm for the crop year 1936, as defined in Administrative Ruling No. 42, except that if any "Agreement for 1935 Acreage Reduction" (Form W-46) has been executed with respect to this farm, the increase shall be not greater than 75 percent of such base acreage less the acreage of the additional reduction for 1935 required by that agreement. The additional acreage which may be seeded to wheat pursuant to the provisions of this paragraph shall be known and referred to as "the excess acreage." If the excess acreage consists of a number of acres which is less than the number of acres constituting the contracted acreage of 1935 under paragraph 1 of the wheat allotment contract, the requirements of the wheat allotment contract as to the designation and use of the contracted acreage shall continue in full force and effect with respect to that number of acres which equals the difference between the number of acres in the excess acreage and the number of acres in the aforesaid contracted acreage of 1935.

Sec. 2. 1935 Supp. Wheat Contract

G. NATURE OF RENTED OR CONTRACTED ACRES

1. Corn-Hog Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

b. 1934 and 1935 Cotton Acreage Reduction Contract

The producer shall not include in the rented acres waste, gullied, or eroded land. The rented acres shall be tillable land suited to the growing of cotton and shall represent in productivity a fair average of the cotton land on this farm.
-1934 and 1935 Cotton Contract, Sec. 3

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

The contracted acreage of 1933, 1934 and 1935 shall not include land which is waste, gullied, or eroded, and shall be land suitable for growing tobacco.
-Miami Valley Types 42,43,44 Contract, Sec. 4
-New England Types 51 and 52 Contract, Sec. 4
-Pennsylvania Type 41 and New York-Penn. Type 53 Contract, Sec. 4
-Wisconsin Types 54 and 55 Contract, Sec. 4

b. 1934 Tobacco Contracts

The rented acres must not include waste, gullied, or eroded land, but shall be tillable land suited to the growing of tobacco, and fairly representative of the tobacco land on this farm.
-Burley Type 31 Contract, Sec. 10
-Dark Air-Cured Types 35,36,37, Sec. 10
-Fire-Cured Types 21,22,23,24, Sec. 10
-Flue-Cured Types 11,12,13,14, Sec. 9
-Maryland Type 32 Contract, Sec. 8
-Georgia-Florida Type 62 Contract (Form T 78), Sec. 11
-Puerto Rican Type 46 Contract, Sec.

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The contracted acreage of 1934 and 1935 shall not include land which is waste, gullied, or eroded, and shall be the average of that on which wheat is ordinarily seeded on this farm.

-Wheat Allotment Contract, Sec. 4

SUPPLEMENT

G. NATURE OF RENTED OR CONTRACTED ACRES

2. Cotton Adjustment Plan

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

Not include in the rented acres waste, gullied, or eroded land. The rented acres shall be tillable land suited to the growing of cotton and shall represent in productivity a fair average of the cotton land on this farm.

-1934 and 1935 Cotton Contract, Sec. 3.

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Continuation of Contract during 1936.

-1935 Supp. Wheat Contract.

[1] This form to be used by producer signing contracts in 1935 for the first time or as required under Administration Ruling No. 8 (Cotton 106).

H. POSTING OR IDENTIFICATION OF LAND[1]

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

The acres on which corn reduction payment will be made (hereinafter referred to as the "contracted acres") shall be marked for identification as the Secretary may direct.
-Corn-Hog Reduction Contract, Sec. 1

(1) Administrative Rulings Pertinent

Unless otherwise required by the Secretary, the boundaries of the contracted acres shall be definitely marked by substantial visible posts or stakes or in such other manner as the county allotment committee shall require.
-Corn-Hog Admr. Ruling No. 30 (Dec. 28, 1933)

b. 1935 Corn-Hog Contract

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

b. 1934 and 1935 Cotton Acreage Reduction Contract

The rented acres and this farm shall be posted in such manner as the Secretary, or his authorized agent may direct.
-1934 and 1935 Cotton Reduction Contract, Sec. 1

(1) Administrative Rulings Pertinent

Unless otherwise required by the Secretary of Agriculture the boundaries of the rented acres shall be definitely marked by substantial, visible posts or stakes in such manner as the County Committee shall require.
-1934 and 1935 Cotton Admr. Ruling No. 18

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

If requested by the Secretary, or his authorized agent, the producer shall post on this farm in a conspicuous place, or permit an authorized agent of the Secretary so to post, a notice to be furnished by the Secretary, or his authorized

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[1] See provisions under "Contract Undertakings As Covenants Running With the Land".

agent, stating that this farm is subject to the terms of this contract and calling attention to the provisions of this paragraph.

-See: Peanut Contract, Sec. 14

4. Sugar Beet and Sugarcane Adjustment Plan

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

The contracted acreage of 1933, 1934 and 1935, may be posted by an authorized agent of the Secretary in such manner as the Secretary may direct.

-Miami Valley Types 42,43,44, Sec. 5
-New England Types 51,52 Contract, Sec. 5
-Pennsylvania Type 41 and New York-Penn. Type 53 Contract, Sec. 5
-Wisconsin Types 54 and 55 Contract, Sec. 5

b. 1934 Tobacco Contracts

The rented acres shall be posted by the producer, or may be posted by an authorized agent of the Secretary, in such manner as the Secretary may direct.

-Burley Type 31 Contract, Sec. 10
-Dark Air-Cured Types 35,36,37 Contract, Sec. 10
-Fire-Cured Types 21,22,23,24 Contract, Sec. 10
-Flue-Cured Types 11,12,13,14 Contract, Sec. 9
-Georgia-Florida Type 62 Contract (Form T78, Sec. 11)
-Maryland Type 32 Contract, Sec. 8

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The contracted acreage of 1934 and 1935 shall be posted by the producer in such manner as the Secretary or his authorized agent may direct, or may be posted by an authorized agent of the Secretary.

-Wheat Contract, Sec. 5

SUPPLEMENT

H. POSTING OR IDENTIFICATION OF LAND

2. Cotton Adjustment Plan

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

The rented acres on this farm shall be posted in such manner as the Secretary or his authorized agent may direct.
-1934 and 1935 Cotton Reduction Contract, Sec. 1.

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

If requested by the Secretary or his authorized agent, the producer shall post on this farm in a conspicuous place, or permit an authorized agent of the Secretary so to post, a notice to be furnished by the Secretary of Agriculture or his authorized agent stating that this farm is subject to the terms and conditions of this contract and referring to the matters contained above in this paragraph.
-Sec. 7. 1935 Supp. Wheat Contract

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[1] This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

I. ACCESS OF SECRETARY OR HIS AGENTS TO FARM AND RECORDS

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

Permit entry by agents of Corn-Hog Control Association and of the Secretary to this farm and to any land owned, operated, or controlled by him, and access to records, regardless of where located, pertaining to the production or sale by the producer of corn or hogs and other "basic" commodities, and to furnish location of all land upon which the producer raises corn or hogs, and the producer expressly waives any right to have such records kept confidential.

-Corn-Hog Contract, Sec. 6

b. 1935 Corn-Hog Contract

The producer agrees to permit entry by agents of Corn-Hog Control Associations and of the Secretary to all land owned, operated, or controlled by him.

-Corn-Hog Contract, Sec. 7

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract[1]

b. 1934 and 1935 Cotton Acreage Reduction Contract

Permit access by any authorized agent of the Secretary to this farm and to any records, regardless of where located pertaining to the production and/or sale of cotton on or from this farm and expressly waives any right to have such records kept confidential.

-Cotton Contract, Sec. 6

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

For the purpose of supervision and investigation of the performance by the producer of the terms hereof, the Secretary or his authorized agent shall at all reasonable times have access to this farm and the producer shall furnish to the Secretary or his authorized agent such information relating to this farm as may be requested by the Secretary or his authorized agent, and shall permit the Secretary or his authorized agent to examine books and records covering this farm.

-Peanut Contract, Sec. 10

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[1] See, "Right of Secretary or Agent to Specifically Enforce Contract Provisions".

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

For the purpose of supervision and investigation of the performance by the producer of the terms hereof, the Secretary shall at all reasonable times have entry to this farm and access to all records for this farm and any farm covered by this contract, and the producer shall furnish to the Secretary such information relating to this farm as may be requested by the Secretary.

-Sugar Beet Contract, Sec. 12

b. Sugarcane Production Adjustment Contract (Louisiana)

For the purpose of supervision and investigation of the performance by the producer of the terms hereof, the Secretary, shall at all reasonable times have entry to this farm and access to all records of this farm, and the producer shall furnish to the Secretary such information relating to this farm as may be requested by the Secretary.

-Louisiana Sugarcane Contract, Sec. 11

c. Philippine Production Adjustment Contract

The undersigned planter agrees to permit entry by any authorized representative of the Secretary, or of the Governor General, to the planter's land and access to all books, records, and documents regardless of where located, pertaining to the production, sale and/or disposition of sugar or sugarcane by the planter; to waive any right to have such records kept confidential; and to furnish to the Secretary such information relating to the planter's land as may be requested by the Secretary.

-Philippine Sugarcane Contract, Sec. 16

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

For the purpose of supervision and investigation of the performance by the producer of the terms hereof, the Secretary or his authorized agent shall at all reasonable times have access to this farm, and from time to time shall furnish the Secretary or his authorized agent such information relating to this farm as may be requested by the Secretary or his authorized agent.

-Georgia-Florida Type 62 (Form T 10), Sec. 6
-Miami Valley Types 42,43,44 Contracts, Sec. 12
-New England Types 51 and 52 Contract, Sec. 12
-Pennsylvania Type 41 and New York-Penn.Type 53 Contract, Sec. 12
-Wisconsin Types 54 and 55 Contract, Sec. 12

b. 1934 Tobacco Contracts

For the purpose of supervision and investigation of the performance by the producer of the terms hereof, the Secretary or his authorized agent shall at all reasonable times have access to this farm, and shall from time to time furnish the Secretary or his authorized agent such information relating to this farm as may be requested by the Secretary or his authorized agent.

-Burley Type Contract, Sec. 15
-Dark Air-Cured Type 35,36,37 Contract, Sec. 15
-Fire-Cured Types 21,22,23,24 Contract, Sec. 15
Flue-Cured Types, 11,12,13,14 Contract, Sec. 14
-Georgia-Florida Type 62 Contract (Form T 78), Sec. 16
-Maryland Type 32 Contract, Sec. 6(a)
-Puerto Rican Contract Type 46, Sec. 14

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

For the purposes of supervision and investigation of the performance by the producer of the terms hereof, the Secretary or his authorized agent shall at all reasonable times have access to this farm and the producer shall keep and make available from time to time for inspection by the Secretary or his authorized agent such records and information relating to this farm as may be requested by the Secretary or his authorized agent.

-Wheat Contract, Sec. 10

(1) Regulations Pertinent

Each producer who shall become a party to a contract shall maintain records of the production of wheat and of all major crops upon the farm covered by the contract, including acres seeded, acres harvested, and bushels of wheat harvested; the disposal of all wheat raised during the crop year; the amount per acre of fertilizer used on the land seeded to wheat, together with the amount per acre of fertilizer used on land seeded to wheat during the base period of such producer; the utilization of the contracted acreage (as defined in the contracts) for the current crop year; the amount of wheat processed by him for his own household use and the amount processed for him by others for such use (under the regulations and rulings of the Treasury Department). Such records shall be subject to inspection by any authorized representative of the Wheat Section.

-Wheat Regulations, Series 2, Sec. 502

SUPPLEMENT

I. ACCESS OF SECRETARY OR HIS AGENTS TO FARM AND RECORDS

2. Cotton Adjustment Plan

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

Permit access to this farm to any authorized agent of the Secretary and to any records, regardless of where located, pertaining to the production and/or sale of cotton on or from this farm and expressly waives any right to have such records kept confidential.
-1934-1935 Cotton Contract, Sec. 6.

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

Puerto Rico Sugarcane Production Adjustment Contract

Access to Records. For the purpose of supervision and investigation of the performance by the producer of the terms hereof, the Secretary shall at all reasonable times have entry to this farm and access to all records for this farm and any farm covered by this contract, and the producer shall furnish to the Secretary such information relating to this farm as may be requested by the Secretary.
-Puerto Sugarcane Contract, Sec. 16.

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

Reports.--The plantation-producer will, upon request of the Secretary, furnish him with such information as he may request, in the manner prescribed by him and/or in accordance with forms or reports to be supplied by him for the purposes of: (A) Checking by the Secretary of compliance by the producer with the terms and conditions of this contract; (B) assisting the Secretary in the furtherance of his powers and duties with respect to this contract, and/or (C) enabling the Secretary to ascertain and determine the extent to which the declared policy of

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[1]This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

the act and the purposes of this contract are being effectuated; such reports shall be verified under oath. The Secretary's determination as to the necessity of and justification for the making of any such reports and the information called for thereby, shall be final and conclusive.

-Hawaiian Sugar Contract, Sec. 15.

Access to records.--The plantation-producer also agrees that, for the same purposes, and/or to enable the Secretary to verify the information furnished him on said forms of report, all of his books, records, accounts, contracts, documents, memoranda, papers, correspondence or other written data pertaining to his business, with respect to the production, processing, and marketing of sugarcane and sugar, and all such documents which he controls, shall, during the usual hours of business, be subject to examination by the Secretary. The Secretary's determination as to the necessity of and justification for any such examination shall be final and conclusive.

-Hawaiian Sugar Contract, Sec. 16.

Keeping records.--The plantation-producer agrees that he will keep books and records which will clearly reflect his financial condition and all his financial transactions, and also all of his acts and transactions in connection with the provisions of this contract and his performance thereunder.

-Hawaiian Sugar Contract, Sec. 17.

Information confidential.--All information furnished the Secretary pursuant to the three sections next preceding shall remain confidential, in accordance with pertinent General Regulations of the Agricultural Adjustment Administration.

-Hawaiian Sugar Contract, Sec. 18.

f. <u>Florida Sugarcane Production Adjustment Contract</u>

The producer shall furnish to the Secretary, such information relating to the performance of this contract as may be requested by the Secretary. For the purpose of supervision and investigation of the performance by the producer of the terms hereof, and/or to enable the Secretary to verify any information furnished him hereunder, the Secretary shall, at all reasonable times, have entry to this farm and may examine all books and records which the producer controls, during the usual hours of business. The Secretary's determination as to the necessity of and justification for any such examination shall be final and conclusive.

-Sec. 8

5. Tobacco Adjustment Plan

c. 1935 Tobacco Contracts

The producer shall keep such records with respect to sales of tobacco grown on this farm in 1935 as the Secretary may direct.
-Sec. 2.

Special Base Tobacco Contract Form T-173, Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

For the purpose of supervision and investigation of the performance by the producer of the terms hereof, the Secretary or his authorized agent shall at all reasonable times have access to this farm, and the producer shall furnish to the Secretary such information relating to this farm as may be requested by the Secretary.
-Sec. 6.

Special Base Tobacco Contract Form T-173, Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Continuation of Contract during 1936.
1935 Supp. Wheat Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

The producer agrees to permit access by any authorized agent of the Secretary to the farm(s) covered by this contract, and to all fiscal books, records, and documents, regardless of where located, pertaining to the production and/or sale of rice on or from any and all of such farms, and expressly waives any right to have such records kept confidential;
-Sec. 2(g)

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

J. SALE, ASSIGNMENT ETC. OF CONTRACT OR RIGHTS THEREUNDER [1]

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

Not sell or assign, in whole or in part, this contract or his right to or claim for reduction payments under this contract, and not execute any power of attorney to collect such payments or to order that any such payments be made. Any such sale, assignment, order, or power of attorney shall be null and void.

-Corn-Hog Contract, Sec. 7

(1) Administrative Rulings Pertinent

Conditions validating a transfer of hog base.
-See: Corn-Hog Admr. Rulings No. 12 (Dec. 28, 1933) and No. 51 (Apr. 4, 1934)

b. 1935 Corn-Hog Contract

The producer agrees not to sell, pledge, nor assign, in whole or in part, this contract or his right to or claim for payments under this contract, and not to execute any power of attorney to collect such payments or to order that any such payments be made. Any such sale, pledge, assignment, order, or power of attorney shall be null and void.
-Corn-Hog Contract, Sec. 6

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

b. 1934 and 1935 Cotton Acreage Reduction Contract

Not sell, transfer, or assign, in whole or in part, this contract, or his right to or claim for payments under this contract, and shall not execute any power of attorney to collect such payments and any sale, or assignment, order or power of attorney, shall be null and void, except that the producer may pledge or hypothecate any rental payments due to him under this contract for the purpose of obtaining funds for carrying on the current operation of this farm and such pledge or hypothecation shall operate to establish an interest or right on the part of the pledgee in and to said rental payments as against any other person or persons, but the pledge or hypothecation thereof shall not alter the provisions of paragraph 13 that all rental checks drawn in compliance with this contract shall be

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[1] See: Change in Legal Status
Contracts as Covenants Running with the Land

made payable to the payee therein designated. If the rentals herein provided for shall have been pledged by the producer and the payee herein designated notified of this pledge, then and in that event, such payee whether he be the producer or another, shall receive rental payments hereunder in trust for the benefit of the pledges and shall be responsible to the pledgee therefor.

-1934 and 1935 Cotton Contract, Sec. 8

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

The producer agrees that except as hereinafter provided, he will not transfer, sell, or assign in whole or in part, this contract, or his right to or claim for payments under this contract, and will not execute any power of attorney to collect such payments and, except as hereinafter provided, any such sale, assignment, order or power of attorney shall be null and void.

-Peanut Contract, Sec. 11

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

It is agreed that the producer will not sell, transfer, or assign, in whole or in part, this contract, except as provided in section 14 (section dealing with covenants and allotments on transfer of farm), or his right to or claim for payments under this contract and will not execute any power of attorney to collect such payments or to order that any such payments be made and any such sale, assignment, order, or power of attorney shall be null and void.

-Sugar Beet Contract, Sec. 9

b. Sugarcane Production Adjustment Contract (Louisiana)

It is agreed that the producer will not sell, transfer, or assign, in whole or in part, this contract, except as provided in section 13 (section dealing with covenants and production allotments on transfer of farm), or his right to or claim for payments under this contract, and will not execute any power of attorney to collect such payments or to order that any such payments be made, and any such sale, assignment, order or power of attorney shall be null and void.

-Louisiana Sugarcane Contract, Sec. 0

c. Philippine Production Adjustment Contract

Not to sell, transfer, or assign, in whole or in part, this contract, except as provided in paragraph 22, or his right to or claim for any payments under this contract, and not to execute any power of attorney to collect any such payments, or to order that any such payments be made; any such sale, transfer, assignment, order or power of attorney shall be null and void.

-Philippine Sugarcane Contract, Sec. 18

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

b. 1934 Tobacco Contracts

It is agreed that the producer will not sell, transfer, or assign, in whole or in part, this contract, or his right to or claim for payments under this contract and will not execute any power of attorney to collect such payments and any such sale, assignment, order, or power of attorney shall be null and void.

-Burley Type 31 Contract, Sec. 16
-Dark Air-Cured Types 35,36,37 Contract, Sec. 16
-Fire-Cured Types 21,22,23,24 Contract, Sec. 16
-Flue-Cured Types 11,12,13,14 Contract, Sec. 15
(subject to exceptions identical with those set forth in 1934-35 Cotton Acreage Reduction Contract, Sec. 8)
-Georgia-Florida Type 62 (Form T 78), Sec. 17
-Maryland Type 32 Contract, Sec. 14
-Puerto Rican Type 46 Contract, Sec. 16

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The producer will not sell or assign, in whole or in part, this contract or his right to or claim for adjustment payments under this contract, and will not execute any power of attorney to collect such adjustment payments or to order that any such payments be made. Any such sale, assignment, order, or power of attorney shall be null and void.

-Wheat Allotment Contract, Sec. 16

SUPPLEMENT

J. SALE, ASSIGNMENT ETC. OF CONTRACT OR RIGHTS THEREUNDER

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

b. 1935 Corn-Hog Contract

See also Form No. C. H. 101d, Waiver of Corn Adjustment Payment by Share-Cropper, pursuant to Administrative Ruling No. 137, to be attached to Rider A of the contract.

2. Cotton Adjustment Plan

c. 1934 and 1935 Cotton Acreage Reduction Contract

Not sell, transfer, or assign, in whole or in part, this contract, or his right to or claim for payments under this contract, and shall not execute any power of attorney to collect such payments and any sale or assignment, order or power of attorney shall be null and void, except that the producer may pledge or hypothecate the rental payment due to him under this contract for the purpose of obtaining funds for carrying on the current operation of this farm and such pledge or hypothecation shall operate to establish an interest or right on the part of the pledgee in and to said rental payment as against any other person or persons, but the pledge or hypothecation thereof shall not alter the provisions of paragraph 13 that rental checks drawn in compliance with this contract shall be made payable to the payee therein designated. If the rental payment herein provided for shall have been pledged by the producer and the payee herein designated notified of this pledge, then and in that event, such payee, whether he be the producer or another, shall receive the rental payment hereunder in trust for the benefit of the pledgee and shall be responsible to the pledgee therefor. The insertion of the name of any person as pledgee in paragraph 13 shall constitute a representation that a pledge has been made, to the person so designated, in conformity with the provisions of this paragraph for the purpose of obtaining funds (or credit) for carrying on the current operation of this farm in 1935 and for no other purpose.
—1934 and 1935 Cotton Contract, Sec. 8.

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[1] This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

Assignments prohibited. Except as provided in section 23 and/or as permitted by order or regulation of the Secretary, the producer will not sell, transfer, or assign, in whole or in part, this contract, or his right to or claim for payments under this contract and will not execute any power of attorney to make such sale, transfer, or assignment, or collect such payments and any such sale, transfer, assignment, order or power of attorney shall be null and void.
—Puerto Rico Sugar Cane Contract, Sec. 12.

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

The plantation-producer agrees not to sell, transfer or assign, in whole or in part, this contract, except as provided in section 22, or his right to or claim for any payments under this contract, and not to execute any power of attorney to collect any such payments or to order that any such payments be made; any such sale, transfer, assignment, order, or power of attorney shall be null and void.
—Hawaiian Sugarcane Contract. Sec. 21.

f. Florida Sugarcane Production Adjustment Contract

The producer will not sell, transfer, or assign, in whole or in part, this contract except as provided in section 10, or his right to or claim for payments under this contract and will not execute any power of attorney to collect such payments or to order any such payments to be made, and any such sale, assignment, order or power of attorney shall be null and void.

5. Tobacco Adjustment Plan

c. 1935 Tobacco Contracts

The producer shall not sell, transfer, or assign in whole or in part, this contract, or his right to or claim for payments under this contract and shall not execute any power of attorney to collect such payments or any order that such payments be made to any other person, and any such sale, assignment, order, or power of attorney shall be null and void.
—Sec. 7.

Special Base Tobacco Contract Form T-173, Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Continuation of Contract for 1936
1935 Supp. Wheat Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

The producer agrees not to sell, pledge, transfer, or assign, in whole or in part, this contract or his right to or claim for payments under this contract, and not to execute any power of attorney to collect such payments, and any sale, pledge or assignment, order or power of attorney shall be null and void, except that the producer may pledge or hypothecate his right to any adjustment payments under this contract for the purpose of obtaining funds (or credit) for carrying on the current operation of the farm(s) covered by this contract (hereinafter referred to as "current production credit") and such pledge or hypothecation shall operate to establish an interest or right on the part of the pledgee in and to said adjustment payments as against any other person

or persons, but the pledge or hypothecation thereof shall not alter the provisions of paragraph 5 that all adjustment payment checks drawn in compliance with this contract shall be made payable to the payee therein stipulated. If the adjustment payments herein provided for shall have been pledged by the producer for current production credit, the producer, or if a payee is designated in paragraph 5 hereof and accepts such payment, then such payee if notified in writing of the pledge, shall receive the adjustment payment in trust to pay therefrom to the pledgee the amount of the obligation owing for current production credit secured by such pledge and to pay the balance of said payment to the producer. If a payee other than the producer is named in paragraph 5 hereof, and if such payee shall not have been notified of any pledge of the adjustment payments for current production credit made pursuant to the terms of this numbered paragraph, such payee shall receive such payments in trust to pay the whole amount thereof to the producer, it being expressly understood and agreed that the Secretary shall have no duty or obligation to see that distribution is made in accordance with the foregoing provisions, but shall have the right to enforce the performance of said trust by the payee;

-Sec. 2(h)

b. <u>1935 California Rice Production Adjustment Contract</u>

Same as 1935 Southern Rice Prod. Adj. Contract

a. <u>1935 Southern Rice Production Adjustment Contract</u>

(1) <u>Administrative Rulings Pertinent</u>

If a well or canal operator voluntarily sells his well or canal system and has not executed an application, his production history shall be transferred to such successor, provided that the former well or canal operator was not engaged in farming operations in 1934.

Southern Rice Admin. Ruling II, April 18, 1935.

The Allotment and Quota are based upon the personal production history of the producer, regardless of where the rice was produced and are the measure of such history. The producer's production history shall not be transferred except as the State Committee shall, in writing, approve transfers made pursuant to the provisions of subsections a, b, and c of this numbered paragraph 4 of Administrative Ruling II. All requests for transfer of production history

shall be in writing, signed by, or on behalf of the producer by his duly authorized agent, and approval thereof shall be in writing signed by at least two members of the State Committee. In no event shall the State Committee approve the transfer of production history by reason of foreclosure, execution or any forced sale.

-Southern Rice Admin. Ruling II, April 18, 1935.

Transfer of Allotment and Quota

See: Southern Rice Admin. Ruling No. III, April 18, 1935.

Pledge of Adjustment Payments

See: Southern Rice Admin. Ruling No. VI, April 18, 1935

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

The Allotment and Quota are based upon the personal production history of the producer, regardless of where the rice was produced and are the measure of such history. The producer's production history shall not be transferred except as the State Committee shall, in writing, approve transfers made pursuant to the provisions of subsections a, b, and c of this numbered paragraph 3 of Administrative Ruling II. All requests for transfer of production history shall be in writing, signed by, or on behalf of the producer by his duly authorized agent, and approval thereof shall be in writing signed by at least two members of the State Committee. In no event shall the State Committee approve the transfer of production history by reason of foreclosure, execution or any forced sale.

-Calif. Rice Admin. Ruling No. II, April 18, 1935

Transfer of Allotment and Quota

See: California Rice Admin. Ruling No. III, April 18, 1935

Pledge of Adjustment Payments

Calif. Rice Admin. Ruling No. V, April 18, 1935

K. CONTRACT UNDERTAKINGS AS COVENANTS RUNNING WITH LAND[1]

1. Corn-Hog Adjustment Plan.

   a. 1934 Corn-Hog Reduction Contract

   b. 1935 Corn-Hog Contract

2. Cotton Adjustment Plan

   a. 1933 Cotton Option-Benefit Or Benefit Contract

   b. 1934 and 1935 Cotton Acreage Reduction Contract

> The undertakings herein of the producer are covenants which shall run with the land and shall bind all future purchasers, lessees, tenants, and encumbrancers on this farm or any part thereof. The rented acres and this farm shall be posted in such manner as the Secretary or his authorized agent may direct.
>
> -Cotton Contract, Sec. 1

3. Peanut Adjustment Plan

   a. Peanut Production Adjustment Contract

> All undertakings herein of the producer are covenants which shall run with the land and shall be fully obligatory upon all future purchasers, lessees, tenants, and encumbrancers of such land, or any part thereof. If requested by the Secretary, or his authorized agent, the producer shall post on this farm in a conspicuous place, or permit an authorized agent of the Secretary so to post, a notice to be furnished by the Secretary, or his authorized agent, stating that this farm is subject to the terms of this contract and calling attention to the provisions of this paragraph. The producer shall give notice of such provisions to all producers, lessees, tenants or encumbrancers of this farm or any part thereof.
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> -Peanut Contract, Sec. 14

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[1]See: Change of Legal Status.

: Sale, Assignment, etc. Of Contract Or Rights Thereunder.

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

All undertakings herein of the producer are covenants which shall run with the land and shall be fully obligatory upon all future transferees, purchasers, lessees, tenants, and encumbrancers of this farm, or any part thereof, whether such transfer, purchase, lease, or encumbrance has resulted by voluntary agreement or by operation of law. In the event that the entire farm is sold or otherwise transferred, the transferee shall be entitled to the acreage allotment herein assigned to this farm. In the event that any portion of this farm which is suited for the growing of sugar beets is sold or otherwise disposed of, the transferor and the transferee of such portion shall agree as to the division of the base acreage and acreage allotment between the portion transferred and the remainder. Such division shall constitute the base acreage and the acreage allotment, respectively, for the portion of the farm transferred and the remainder thereof unless the Secretary sees fit to revise them. In the event that no such division is made upon such a transfer, the Secretary shall, when notified in writing of such transfer, determine a base acreage and acreage allotment for the portion transferred and for the remainder of this farm. The payments due hereunder shall be based upon such determinations.

-Sugar Beet Contract, Sec. 14

b. Sugarcane Production Adjustment Contract (Louisiana)

All undertakings herein of the producer are covenants which shall run with the land and shall be fully obligatory upon all future transferees, purchasers, lessees, tenants, and encumbrancers of this farm, or any part thereof, whether such transfer, purchase, lease, of law. In the event that the entire farm is sold or otherwise transferred, the transferee shall be entitled to the production allotment herein assigned to this farm. In the event that any portion of this farm which is suited for the growing of sugarcane is sold or otherwise transferred, the transferor and the transferee of such portion shall agree as to the division of the production allotment between the portion transferred and the remainder. Such division shall constitute the production allotment, for the portion of the farm transferred and the remainder thereof, unless the Secretary sees fit to revise it. In the event that no such division is made upon such a transfer, the Secretary shall, when notified in writing of such transfer, determine the production allotment for the portion transferred and for the remainder of this farm.

-Louisiana Sugarcane Contract, Sec. 13

c. Philippine Sugarcane Production Adjustment Contract

All undertakings herein of the planter are covenants which shall run with the planter's land and shall be fully obligatory upon all

future transferees, purchasers, lessees, tenants and encumbrancers of this land, or any part thereof, whether such transfer, purchase, lease or encumbrance has resulted by voluntary agreement or by operation of law. In the event the entire planter's land is sold or otherwise transferred, the transferee shall be entitled to the planter's benefit payment sugar allotment and the planter's sugar requirements herein assigned to such land. In the event that any portion of this land which is suited for the growing of sugarcane is sold or otherwise transferred, the transferor and transferee of such portion shall agree as to the division of the planter's benefit payment sugar allotment and the planter's sugar requirements between the portion transferred and the remainder. Such division shall constitute the planter's benefit payment sugar allotment and the planter's sugar requirements, respectively, for the portion of the planter's land transferred and the remainder thereof, unless the Secretary sees fit to revise them. In the event no such division is made upon such a transfer, the Secretary shall, when notified in writing of such transfer, determine the planter's benefit payment sugar allotment and the planter's sugar requirements, respectively, for the portion transferred and for the remainder of such land.

-Philippine Sugarcane Contract, Sec. 22

4. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

All undertakings herein of the producer are covenants which shall run with the land and shall be fully obligatory upon all future purchasers, lessees, tenants, and encumbrancers of this farm or of any part thereof. In the event that any portion of this farm is sold or otherwise disposed of, the Secretary of his authorized agent shall in writing determine the base tobacco acreage for such portion and shall determine a new base tobacco by the Secretary or his authorized agent, the producer shall post on this farm in a conspicuous place, or permit an authorized agent of the Secretary so to post, a notice to be furnished by the Secretary or his authorized agent stating that this farm is subject to the terms of this contract and referring to the matters contained above in this paragraph. The producer shall notify all purchasers, lessees, tenants, or encumbrancers of this farm or of any part thereof of such matters.

-Georgia-Florida Type 62 Contract, Sec. 13 (Form T 10)
-Miami Valley Types 42,43,44 Contract, Sec. 11
-New England Types 51 and 52 Contract, Sec. 11
-Pennsylvania Type 41 and New York-Pennsylvania Type 53 Contract, Sec. 11
-Wisconsin Types 54 and 55 Contract, Sec. 11

b. 1934 Tobacco Contracts

All undertakings herein of the producer are convenants which shall run with the land and shall be fully obligatory upon all future purchasers, lessees, tenants, and encumbrancers of this farm, or any part thereof. In the event that any portion of this farm which is suited for the growing of tobacco is sold or otherwise disposed of, the Secretary or his authorized agent shall, when notified in writing of such sale or disposition, determine a base tobacco acreage, base tobacco production, tobacco acreage allotment, and production allotment for such portion and shall also determine a base tobacco acreage, base tobacco production, tobacco acreage allotment, and production allotment for the remainder of this farm and payments due hereunder thereafter shall be based upon such determinations. If requested by the Secretary or his authorized agent, the producer shall post on this farm in a conspicuous place, or permit an authorized agent of the Secretary so to post, a notice to be furnished by the Secretary, or his authorized agent, stating that this farm is subject to the terms of this contract and calling attention to the provisions of this paragraph. The producer shall give notice of such provisions to all purchasers, lessees, tenants, or encumbrancers of this farm or any part thereof.

-Burley Type 31 Contract, Sec. 18
-Dark Air-cured Types 35,36,37 Contract, Sec. 18
-Fire-cured Types 21,22,23,24 Contract, Sec. 18
-Flue-cured Types 11,12,13,14 Contract, Sec. 17
-Georgia-Florida Type 62 Contract, Sec. 19 (Form T78)
-Maryland Type 32 Contract, Sec. 12
-Puerto Rican Type 46 Contract, Sec. 13

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

All undertakings herein of the producer are covenants which shall run with the land and shall be fully obligatory upon all future purchasers, lessees, tenants, and encumbrancers of this farm or any part thereof. In the event that any portion of this farm is sold or otherwise disposed of, the Secretary or his authorized agent shall in writing determine an average annual acreage and a farm allotment for such portion and a new average annual acreage and farm allotment for the remainder of this farm. Such determination shall be final and conclusive. If requested by the Secretary or his authorized agent, the producer shall post on this farm in a conspicuous place, or permit an authorized agent of the Secretary so to post, a notice to be furnished by the Secretary or his authorized agent stating that this farm is subject to the terms of this contract and referring to the matters contained above in this paragraph. The producer shall notify all purchasers, lessees, tenants, or encumbrancers of this

farm, or any part thereof, of such matters and shall immediately notify in writing the Secretary and the County Allotment Committee, giving full details, of any change in the legal relationship to this farm of any party herein described as the producer (whether owner, landlord, or tenant).

-Wheat Allotment Contract, Sec. 9

SUPPLEMENT

K. CONTRACT UNDERTAKINGS AS COVENANTS RUNNING WITH LAND

2. Cotton Adjustment Plan

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

All undertakings of the producer herein set forth are covenants which shall run with the land and shall bind all future purchasers, lessees, tenants, and encumbrancers of this farm or any part thereof. The rented acres on this farm shall be posted in such manner as the Secretary or his authorized agent may direct.
-1934-1935 Cotton Contract, Sec. 1.

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

Transfer of Farm. In the event that the whole or any portion of this farm which is suited for the growing of sugar cane is sold or the title or right to possession thereof is transferred by voluntary agreement or by operation of law during the period covered by this contract:

(a) The Secretary may cancel this contract and recover payments made hereunder pursuant to the terms of Section 17 hereof, or

(b) The Secretary may determine the 1935 sugar cane and sugar allotments and the 1936 sugar production allotment for the portion so transferred, and the 1935 sugar cane and sugar allotments and the 1936 sugar production allotment for the remainder of this farm (if any), and may accept complete performance of the terms hereof by the producer and the person acquiring an interest in the portion of the farm so transferred, and make any future payments pro rata among the producer and such person on the basis of said determination.
-Puerto Rico Sugar Cane Contract, Sec. 13.

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[1]This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

Covenants on Transfer of Farm. All undertakings herein of the producer are covenants which shall run with the land and shall be fully obligatory upon all future transferees, purchasers, lessees, tenants, and encumbrancers of this farm, or any part thereof, whether such transfer, purchase, lease or encumbrance has resulted by voluntary agreement or by operation of law.
-Puerto Rico Sugar Cane Contract, Sec. 14.

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

All undertakings herein of the plantation-producer are covenants which shall run with the land comprising his plantation, and shall be fully obligatory upon all future transferees, purchasers, lessees, tenants, and encumbrancers of such land, or any part thereof, whether such transfer, purchase, lease, or encumbrance has resulted by voluntary agreement, or by operation of law. The plantation-producer shall give notice of this contract and its provisions to all parties having any interest in all or part of the land comprising his plantation, or in the sugarcane produced thereon.

In the event that the whole or any portion of this plantation which is suited to the growing of sugarcane is sold or otherwise transferred (except as possession is transferred to a party falling within the category of "plantation- planter") during the effective period of this contract, the Secretary, if the transferee is so entitled, may redetermine the base production and marketing allotment with respect to the portion so transferred and the remainder of this plantation, and may accept complete performance of the terms of this contract by the plantation-producer and any person or persons acquiring an interest in the whole or the portion of this plantation so transferred, and make any payments which may thereafter become due for such performance to the plantation-producer and such other persons in proportion to their respective interests and in proportion to the base production and marketing allotment or marketing allotments as redetermined. The parties involved may be required to make such further undertakings, on such forms as the Secretary may prescribe, as the Secretary may determine to be necessary and advisable.
-Hawaiian Sugarcane Contract, Sec. 22.

f. Florida Sugarcane Production Adjustment Contract

All undertakings herein of the producer are covenants which shall run with the land and shall be fully obligatory upon all future transferees, purchasers, lessees, tenants, and encumbrancers of this farm, or any part thereof, whether such transfer, purchase, lease, or encumbrance has resulted by voluntary agreement or by operation of law. In the event that the entire farm is sold or otherwise transferred, the transferee shall be entitled to the production allotment herein assigned to this farm. In the event that any portion of said land or farm which is suited to the growing of sugarcane is sold or otherwise transferred, the transferor and the transferee of such portion shall agree as to the division of the production allotment between the portion transferred and the remainder. Such division shall constitute the production allotment, for the portion of the farm transferred and the remainder thereof, unless the Secretary sees fit to revise it. In the event that no such division is made upon such a transfer, the Secretary shall, when notified in writing of such transfer, determine the production allotment for the portion transferred and for the remainder.

The producer shall have the right, upon submitting evidence satisfactory to the Secretary that any portion of this farm upon which sugarcane is being grown is about to be abandoned for the production of sugarcane, or that the sugarcane growing upon any such portion of this farm is, or is about to become, exhausted, and that sugarcane will not be produced upon such portion of this farm for the next ensuing crop year, to plant, grow, cultivate, and harvest an equal number of acres of sugarcane in another location in the State of Florida, whether or not the land upon which said sugarcane shall be planted and grown is a part of the farm referred to herein. All sugarcane so planted shall be subject to the terms and provisions of this contract and the land upon which the same is planted shall be deemed for all purposes to be a part of the farm referred to in this contract.

- Sec. 10

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

All undertakings herein of the producer are covenants which shall run with the land and shall be fully obligatory upon all future purchasers, lessees, tenants, and encumbrancers of this farm, or any part thereof.
- Sec. 7. 1935 Supp. Wheat Contract.

L. RETENTION OF TENANTS AND PROTECTION OF THEIR INTERESTS

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

The undersigned represent that no change in the lease or tenure of this farm has been or will be made for 1934 to prevent tenants from obtaining in 1934 the share of the payments hereunder that they would receive if such payments were divided in proportion to the division of the corn crop and hogs on this farm in 1933 or to the division of the proceeds of such corn and hogs; and that the only changes in 1934 from the 1933 lease or tenure are as follows . . .
-Corn-Hog Contract, Sec. 15

b. 1935 Corn-Hog Contract

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

b. 1934 and 1935 Cotton Acreage Reduction Contract

Endeavor in good faith to bring about the reduction of acreage contemplated in this contract in such manner as to cause the least possible amount of labor, economic and social disturbance, and to this end, insofar as possible, he shall effect the acreage reduction as nearly ratably as practicable among tenants on this farm; shall, insofar as possible, maintain on this farm the normal number of tenants and other employees; shall permit all tenants to continue in the occupancy of their house on this farm, rent free, for the years 1934 and 1935, respectively (unless any such tenant shall so conduct himself as to become a nuisance or a menace to the welfare of the producer); during such years shall afford such tenants or employees, without cost, access for fuel to such woods land belonging to this farm as he may designate; shall permit such tenants the use of an adequate portion of the rented acres to grow food and feed crops for home consumption and for pasturage for domestically used livestock; and for such use of the rented acres shall permit the reasonable use of work animals and equipment in exchange for labor.
-Cotton Contract, Sec. 7

(1) Administrative Rulings Pertinent

-See: Cotton Admr. Rulings No. 15 (Dec., 1933) and No. 16 (Dec. 1933)[1]
-See: Cotton Admr. Ruling No. 24 (Feb., 1935)[1]

3. Peanut Adjustment Plan

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1 See: Application of Administrative Rulings (Cotton Adm. Ruling No. 30 (Feb., 1935)

a. Peanut Production Adjustment Contract

In the event that all, or any part, of the peanuts grown on this farm in 1934 were grown by share-tenants and/or share-croppers, the producer, except as permitted by the Secretary or a designated agent of the Secretary, shall not in 1935 reduce (a) the number of such share-tenants and/or share-croppers engaged in growing peanuts on this farm below the number so engaged in 1934, and (b) the percentage of the total acreage grown to peanuts on this farm which is grown by share-tenants and/or share-croppers below the percentage of the total acreage grown to peanuts on this farm in 1934 which was grown by share-tenats and/or share-croppers.

-Peanut Contract, Sec. 6

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

The producer agrees that he will not reduce the number of share-tenants and/or share-croppers engaged in growing sugar beets on this farm in the crop years 1934 and/or 1935 below the number so engaged, if any, in 1934, because of the reduction in sugar-beet acreage and sugar beet production, or because of any other provisions in this contract.

-Sugar Beet Contract, Sec. 8

b. Sugarcane Production Adjustment Contract (Louisiana)

The producer agrees that he will not reduce the number of share-tenants and/or share-croppers engaged in growing sugarcane on this farm for deliveries to sugar and sirup factories in the crop years 1935 and/or 1936 below the number so engaged, if any, for the 1934 crop year, because of the reduction in crop acreage and sugarcane production, or because of any other provisions in this contract.

-Louisiana Sugarcane Contract, Sec. 8

c. Philippine Sugarcane Production Adjustment Contract

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contract

The producer agrees that in the event that all, or any part of the tobacco on this farm was grown by share-tenants and/or share croppers in 1933, the producer shall not reduce the number of such share-tenants and/or share-croppers so engaged in growing tobacco on this farm in 1934 below the number so engaged in 1933, because of the reduction in tobacco acreage and tobacco production or because of other provisions in this contract.

-Sec. 3, Rider A to the following Tobacco Acreage Reduction Contracts:

-Miami Valley Types 42,43,44
-New England Types 51 and 52
-Pennsylvania Type 41 and New York-Penn. Type 53
-Wisconsin Types 54 and 55

b. 1934 Tobacco Contracts

The producer agrees that in the event that all, or any part of the tobacco on this farm was grown by share-tenants and/or share-croppers in 1933, the producer shall not reduce the number of such share-tenants and/or share-croppers so engaged in growing tobacco on this farm in 1934 below the number so engaged in 1933, because of the reduction in tobacco acreage and tobacco production or because of other provisions in this contract.

-Burley Type 31 Contract, Sec. 13
-Dark Air-cured Types 35,36,37 Contract, Sec. 13
-Fire-cured Types 21,22,23,24 Contract, Sec. 13
-Flue-cured Types 11,12,13,14 Contract, Sec. 12
-Georgia-Florida Type 62 Contract, Sec. 14
-Maryland Type 32 Contract, Sec. 4(b)
-Puerto Rican Type 46 Contract, Sec. 17

(1) Administrative Rulings Pertinent

A producer agrees under the terms of a Tobacco Production Adjustment Contract not to reduce the number of share-tenants and/or share-croppers engaged in growing tobacco on his farm in 1934 below the number so engaged in growing tobacco in 1933, because of the reduction in tobacco acreage and tobacco production, or because of other provisions of the contract. This provision shall apply to all share-tenants and/or share-croppers, whether living on the producer's farm or not, who derive a substantial portion of their income from the tobacco which they produce on said farm as share-tenants or share-croppers.

-Tobacco Admr. Ruling No. 6 (Feb. 1934) applicable to the following Tobacco Production Adjustment Contracts:

-Burley Type 31
-Dark Air-cured Types 35,36,37
-Fire-cured Types 21,22,23,24
-Flue-cured Types 11,12,13,14
-Maryland Type 32

6. Wheat Adjustment Plan

SUPPLEMENT

L. RETENTION OF TENANTS AND PROTECTION OF THEIR INTERESTS

2. Cotton Adjustment Plan

b. 1934 and 1935 Cotton Acreage Reduction Contract

(1) Administrative Rulings Pertinent

Amendment to Administrative Ruling No. 15, change of landlord and tenant relationship by rental agreement.
-See: Amendment 5, Feb. 12, 1934, (Form No. Cotton 5B)

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

Endeavor in good faith to bring about the reduction of acreage contemplated in this contract in such a manner as to cause the least possible amount of labor, economic and social disturbance, and to this end, insofar as possible, he shall effect the acreage reduction as nearly ratably as practicable among tenants on this farm; shall, insofar as possible, maintain on this farm the normal number of tenants and other employees; shall permit all tenants to continue in the occupancy of their houses on this farm, rent free, for the year 1935 (unless any such tenant shall so conduct himself as to become a nuisance or a menace to the welfare of the producer); during such year shall afford such tenants or employees, without cost, access for fuel to such woods land belonging to this farm as he may designate; shall permit such tenants the use of an adequate portion of the rented acres to grow food and feed crops for home consumption and for pasturage for domestically used livestock; and for such use of the rented acres shall permit the reasonable use of work animals and equipment in exchange for labor.
-1934-1935 Cotton Contract, Sec. 7.

3. Peanut Adjustment Plan

(a) Peanut Production Adjustment Contract

(1) Administrative Rulings Pertinent

Division of benefit payments with share-tenants and/or share-croppers who produced peanuts in 1935 on a farm under contract but who did not produce peanuts on such farm in 1934.
-See: Peanut Adm. Ruling No. 4, March 21, 1935.
See also Form P.N. 15.

[1] This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

4. Sugar Beet and Sugarcane Adjustment Plan

f. Florida Sugarcane Production Adjustment Contract

In the event that sugarcane is or was produced in any year with the aid of share-tenants and/or share-croppers, payments for such year shall be made to the producer and share-tenants and/or share croppers according to their respective interests in the crop as determined by their respective rental agreements. For the purpose of making such payments, the producer shall execute and submit to the Secretary a form, to be supplied by the Secretary, containing information which shall indicate the respective interests in the crop of himself and share-tenants and/or share-croppers. The Secretary shall make payment to the producer and the share-tenants and/or share-croppers according as their interests shall so appear. In the event any such interest changes, the producer shall execute and submit to the Secretary a form, to be supplied by the Secretary, containing information which will indicate the persons to whom payment shall thereafter be made under this contract.
-Sec. 21.

5. Tobacco Adjustment Plan

c. 1935 Tobacco Contracts

The producer agrees that not less than ..... acres of tobacco will be grown by share-tenants and share-croppers; and that the total of the shares of all such share-tenants and share-croppers, expressed in acres, shall be not less than ..... acres.[3]

Footnote [3]. The acreage of tobacco to be grown by share-tenants and share-croppers, and their shares therein, shall be a proportion of the tobacco acreage allotment for the farm approximately equal to the proportion for neighboring farms in the community with similar tobacco acreage allotments.

.....
(Place State and county code and serial number above)

In the event that the acreage planted to tobacco in 1935 is less than the tobacco acreage allotment, the proportion that (1) the tobacco acreage on the farm which is grown by share-tenants and share-croppers, and (2) the total of the shares of such tenants and croppers therein, bear to the total tobacco acreage planted shall be not less than the proportion that the acres and total shares specified above bear to the tobacco acreage allotment.
-Sec. 9.

Special Base Tobacco Contract Form T-173, Feb. 1935
- Flue Cured Types 11, 12, 13 and 14
- Burley Type 31
- Fire Cured Types 21, 22, 23 and 24
- Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
- Pa. Type 41 and N.Y.-Penn. Type 53
- Miami Valley Types 42, 43 and 44
- New England Types 51 and 52
- Wisconsin Types 54 and 55

M. USE OF FERTILIZERS AND/OR UNUSUAL CULTURAL METHODS

1. Corn-Hog Adjustment Plan

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

The cotton crop on the offered acreage (is) (is not) fertilized, and represents a fair average of my crop and in my judgment, will, under normal weather and insect conditions, give to me a net yield of_____pounds of lint cotton per acre. I agree not to use more fertilizer per acre on my remaining cotton acreage than was used in 1932 unless such application has been made prior to the signing of this offer.

-Option to Enter into Cotton Option-Benefit or Benefit Contracts, Sec. 8

b. 1934 and 1935 Cotton Acreage Reduction Contract

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

No further application of commercial fertilizer shall be made on that portion of this farm which, under the terms of this contract, may remain in tobacco production in 1933 if, as a result of such application, the total application of commercial fertilizer per acre on such portion would exceed the amount per acre of commercial fertilizer used on land planted to tobacco on this farm in 1932, and no attempt shall be made in 1933 to increase materially the yield of tobacco per acre on such portion by adopting unusual cultural practices thereon.

--Miami Types 42,43,44 Contract, Sec. 7 [1]

-New England Types 51 and 52 Contract, Sec. 7 [1]

-Pennsylvania Type 41 and New York-Pennsylvania Type 53 Contract, Sec. 7 [1]

-Wisconsin Types 54 and 55 Contract, Sec. 7 [1]

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[1] See Sections 18 and 19 making Section 7 applicable to the years 1934 and 1935, respectively, if the Secretary exercises his privilege of requiring acreage reduction in those years. See, also, Sec. 2 of "Notice of Exercise of Privilege with Respect to 1934 Production of Tobacco, T-86, T-87, T-88, T-89 respectively.

b. 1935 Tobacco Contracts

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

On the acreage which under the terms of this contract may be seeded to wheat, the methods of production employed shall be such as conform to accepted practices for wheat growing in the locality.
-Wheat Allotment Contract, Sec. 3

In areas where commercial fertilizer is used, such fertilizer shall not be applied on that portion of this farm which under the terms of this contract may be seeded to wheat for the crop years 1934 and 1935 in an amount per acre in excess of the amount of commercial fertilizer used per acre in the base period on land seeded to wheat on this farm.
-Wheat Allotment Contract, Sec. 7

(1) Administrative Rulings Pertinent

Method of determining the amount of fertilizer to be used per acre in the base period.
-Wheat Admr. Ruling No. 7

SUPPLEMENT

M. USE OF FERTILIZERS AND/OR UNUSUAL CULTURAL METHODS

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Continuation of Contract for 1936.
1935 Supp. Wheat Contract.

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

The producer agrees that the acreage permitted under this contract to be planted to rice in 1935 shall be farmed in a workmanlike manner throughout 1935;
-Sec. 2(e)

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

N. RESTRICTIONS ON DEALINGS OF PRODUCER WITH THIRD PERSONS

1. Corn-Hog Adjustment Plan

2. Cotton Adjustment Plan

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract.

A peanut producer who operates a farm not subject to a Peanut Production Adjustment Contract with the Secretary, or his authorized agent, shall not be allowed the use of machinery or other equipment of the producer for harvesting peanuts, baling peanut hay, or the use of the buildings of the producer for storing peanuts and/or peanut hay.

-Peanut Contract, Sec. 8

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

The producer hereby agrees not to sell in any year sugar beets to a processor who has not received from the Secretary of Agriculture an allotment for that year to market sugar manufactured from sugar beets.

-Sugar Beet Contract, Sec. 15

b. Sugarcane Production Adjustment Contract (Louisiana)

In the event the Secretary shall issue allotments to processors for the marketing of sugar manufactured from sugarcane, the producer hereby agrees not to sell, in 1935 and/or 1936, sugarcane, to a processor who has not received such allotment for 1935 and/or 1936.

The producer agrees that he, and hereby guarantees that any person controlling him or controlled by him, by stock ownership or in any other manner, hereinafter called "the affiliate" and "the subsidiary", respectively, or any other person controlled by or controlling such affiliate or subsidiary, by stock ownership or in any other manner, (a) will enter into contracts providing fair prices to be determined by the Secretary for all sugarcane bought or sold by him or such persons, and for the adjudication by the Secretary of his duly authorized agent of any disputes arising with respect to any of the terms of the sale and purchase of sugarcane, and (b) that the Secretary shall have the authority, (1) after due notice and opprotunity for public hearing at a place accessible to the workers involved, and (2) on the basis of a fair and equitable division among processors, producers, and workers, of the proceeds derived from the growing and marketing of sugarcane and sugar and the products thereof, to establish minimum wages for Louisiana to

be paid by the producer and the above persons whose performance he guarantees, to workers and, where necessary, the time and method of payment, in connection with the processing of the 1935 and/or 1936 crops of sugarcane, and the producer agrees that he and the above persons whose performance he guarantees, will abide by the determination of the Secretary when such minimum wages and the time and method of payment have been established. The performance required by this section on the part of the producer and upon the part of the persons whose performance he guarantees shall be a condition precedent to the obligation of the Secretary to make payments hereunder.

-Louisiana Sugarcane Contract, Sec. 14

c. Philippine Sugarcane Production Adjustment Contract

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

Tobacco plants grown on this farm shall not be sold or otherwise disposed of to any person not engaged in operating a farm subject to a_____Tobacco Acreage Reduction Contract with the Secretary.

No tobacco grower not engaged in operating a farm subject to a_____Tobacco Acreage Reduction Contract shall be allowed the use of shed room or barn room of the producer for the curing or storing of tobacco.

-Miami Valley Contract, Secs. 8,9
-New England Contract, Secs. 8,9
-Pennsylvania and New York-Pennsylvania Contract, Secs. 8,9
-Wisconsin Contract, Secs. 8,9

b. 1934 Tobacco Contracts 1/

Tobacco plants grown on this farm in 1934 shall not be sold or otherwise disposed of to any person not operating a farm subject to a tobacco production adjustment contract with the Secretary.

-Burley Type 31 Contract, Sec. 11
-Dark Air-cured Types 35,36,37 Contract, Sec. 11
-Fire-cured Types 21,22,23,24 Contract, Sec. 11
-Flue-cured Types 11,12,13,14 Contract, Sec. 10
-Puerto Rican Contract Type 46, Sec. 8

No tobacco producer not engaged in operating a farm subject to a tobacco production adjustment contract with the Secretary shall be allowed the use of the tobacco buildings of the producer for the curing, storing, or grading of tobacco.

-Burley Type 31 Contract, Sec. 12
-Dark Air-cured Types 35, 36, 37 Contract, Sec. 12

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[1] See Rider B to Burley Type 31, Fire-cured Types 21,22,23,24 and Dark Air-cured Types 35,36,37 Contracts in case of execution of such contract subsequent to the harvesting of the 1934 tobacco crop.

-Fire-cured Types 21,22,23,24 Contract, Sec. 12
-Flue-cured Types 11,12,13,14 Contract, Sec. 11
-Puerto Rican Type 46 Contract, Sec. 9

(1) Administrative Rulings Pertinent

A tobacco demonstrator who signs a Tobacco Production Adjustment Contract covering the farm or farms under his control, shall violate the terms of this contract if he serves in the capacity of a tobacco demonstrator in 1934 and/or 1935 for any farm or land not covered by a tobacco production adjustment contract.

-Tobacco Admr. Ruling No. 9 applicable to the following Tobacco Production Adjustment Contracts.
-Flue-cured Types 11,12,13,14
-Burley Type 31
-Fire-cured Types 21,22,23,24
-Dark Air-cured Types 35,36,37
-Maryland Type 32

6. Wheat Adjustment Plan

SUPPLEMENT

N. RESTRICTIONS ON DEALINGS OF PRODUCER WITH THIRD PERSONS

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

(1) Administrative Rulings Pertinent

A producer under a Peanut Production Adjustment Contract may allow to any peanut producer operating a farm not subject to such a contract, the use of his machinery or other equipment for harvesting peanuts, baling peanut hay, or the use of his buildings for storing peanuts and/or peanut hay, provided that the producer under contract rendered the same service in 1933 and/or 1934 to such producer not under contract.

-Peanut Adm. Ruling No. 3, March 21, 1935.
See also Form P. N. 15.

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugar Cane Production Adjustment Contract

Purchase Contracts. The producer agrees that he, and each of his affiliates or subsidiaries, respectively, will enter into contracts providing fair prices to be determined by the Secretary for all sugar cane bought or sold, and for the adjudication by the Secretary or his duly authorized agent of any disputes arising with respect to any of the terms of the purchase or sale of sugar cane. The performance required by this section on the part of the producer and upon the part of the persons whose performance he guarantees shall be a condition precedent to the obligation of the Secretary to make payments hereunder. The term "affiliate" as used herein means any person and/or any subsidiary thereof, who or which has, either directly or indirectly, actual or legal control of or over the producer, whether by stock ownership or in any other manner. The term "subsidiary" as used herein means any person of or over whom or which the producer or an affiliate of the producer has, or several producers collectively have, either directly or indirectly, actual or legal control, whether by stock ownership or in any other manner.

-Puerto Rico Sugar Cane Contract.

The producer represents that the contracted sugar cane is free and clear of all liens or encumbrances except as follows:

Name and Address of Lienholder	Name of Lien	Amount of Lien (including interest as of the Date of the Execution of this Offer)	Amount of lien Representing Production loans

The producer represents and agrees that the written consent of the lienholders has been or will be obtained by him before any part of the contracted sugar cane is destroyed, taken out of production or otherwise disposed of or before receipt by the producer of any payment which may accrue to the producer under this contract. (The following form of signature is to be used where this section applies.)

Witness(es) Signature(s)	Lienholder(s) Signature(s)

- Puerto Rico Sugar Cane Contract, Sec. 29.

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

See also III-C - Manner and Participation in Payments

See also II-T - Extension of Contracts

The term "adherent planter" as used herein shall mean any person, firm corporation, or combination thereof, other than a "plantation-producer", who controls by ownership, lease, homestead rights, license, or otherwise, the use of sugarcane land in the Territory of Hawaii, upon which he grows sugarcane for his own account, and who is adherent to the undersigned plantation-producer in the sense that such plantation-producer purchases the adherent planter's sugarcane from him, and/or mills sugar from sugarcane produced by him. Included within the term "adherent planter" is the so-called "plantation planter", a planter growing sugarcane on land directly controlled by the plantation-producer and under a contract with the plantation-producer, oral or written, with respect to the sugarcane so grown.

- Hawaiian Sugarcane Contract, Sec. 2.

f. Florida Sugarcane Production Adjustment Contract

In the event the Secretary shall issue allotments to processors for the marketing of sugar manufactured from sugarcane, the producer hereby agrees not to sell in 1935, 1936, and/or 1937, sugarcane to a processor who has not received such an allotment for 1935, 1936, and/or 1937.

- Sec. 11

5. Tobacco Adjustment Plan

c. 1935 Tobacco Contracts

Tobacco plants grown on this farm in 1935 shall not be sold or otherwise disposed of to any person not operating a farm subject to a tobacco contract.
-Sec. 3.

No tobacco producer not operating a farm subject to a tobacco contract shall be allowed the use of the tobacco buildings of the producer for curing, storing, or grading of tobacco.
-Sec. 4.

Special Base Tobacco Contract Form T-173, Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55.

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Producers forbidden to furnish production factors to non-cooperating producer.
-See Southern Rice Admin. Ruling No. VII (June, 1935)

O. CONFORMANCE WITH ADMINISTRATIVE RULINGS AND REGULATIONS

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

The producer shall conform to and abide by regulations and administrative rulings (which are and shall be a part of the terms of this offer and of this contract) heretofore or hereafter prescribed by the Secretary or his authorized agents or agencies relating to Corn-Hog Reduction Contracts.
-Corn-Hog Contract, Sec. 9

b. 1935 Corn-Hog Contract

The producer agrees to conform to and abide by regulations and administrative rulings (which are and shall be a part of the terms of this contract) heretofore and hereafter prescribed by the Secretary, relating to 1935 Corn-Hog Contracts.
-Corn-Hog Contract, Sec. 8

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract.

If this offer is accepted I shall conform to such regulations as are or may be prescribed by the Secretary of Agriculture or authorized by him pertaining to the purposes of this offer.
-Offer to Enter into Cotton Option-Benefit or Benefit Contract, Sec. 5

b. 1934 and 1935 Cotton Acreage Reduction Contract

The producer shall comply with the terms hereof and of all regulations or administrative rulings which have been or may hereafter be prescribed by the Secretary with reference to 1934 and 1935 Cotton Acreage Reduction Contracts * * *
-1934 and 1935 Cotton Contract, Sec. 9

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

The undersigned * * * hereby offers to enter into a Peanut Production Adjustment Contract with the Secretary of Agriculture, hereinafter referred to as "the Secretary", upon the terms and conditions hereinafter set forth and subject to such regulations and administrative rulings (which shall be deemed to be part of

the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed by the Secretary, relating to Peanut Production Adjustment Contracts.
-Peanut Contract

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

The undersigned * * * hereby offers to enter into a contract with the Secretary of Agriculture * * * upon the terms and conditions hereinafter set forth and subject to such regulations and administrative rulings (which shall be deemed to be part of the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed by the Secretary.
-Sugar Beet Contract.

b. Sugarcane Production Adjustment Contract (Louisiana)

The undersigned * * * hereby offers to enter into a contract with the Secretary of Agriculture * * * upon the terms and conditions hereinafter set forth and subject to such regulations and administrative rulings (which shall be deemed to be part of the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed by the Secretary, relating to Sugarcane Production Adjustment Contracts.
-Louisiana Sugarcane Contract.

c. Philippine Sugarcane Production Adjustment Contract

The planter agrees to comply with all administrative rulings and regulations which have been or may hereafter be prescribed by the Secretary relating to the Philippine Sugarcane Benefit Payment Contracts in respect to sugar production in the Philippine Islands and/or marketing of sugar or sugarcane, and executive orders and regulations which have been or may hereafter be prescribed by the Governor General with reference to allotments of the sugar quota fixed by the Secretary for the Philippine Islands.
-Philippine Sugarcane Contract, Sec. 21

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

The undersigned * * * hereby offers to enter into a contract with the Secretary of Agriculture upon the terms and conditions hereinafter set forth and subject to such rules and regulations (which shall be deemed to be part of the terms and conditions of this contract) as have been heretofore, or may hereafter be, prescribed by the Secretary, pursuant to the above Act.
-Georgia-Florida Type 62 (Form T 10) Contract

-Miami Valley Types 42,43, and 44 Contract
-New England Types 51 and 52 Contract
-Pennsylvania Type 41 and New York-Pennsylvania Type 53 Contract
-Wisconsin Types 54 and 55 Contract

b. 1934 Tobacco Contracts

The undersigned * * * hereby offers to enter into a contract with the Secretary of Agriculture upon the terms and conditions hereinafter set forth and subject to such regulations and administrative rulings (which shall be deemed to be part of the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed by the Secretary, and by the Tobacco Section, Production Division of the Agricultural Adjustment Administration, respectively, relating to tobacco production adjustment contracts.

-Burley Type 31 Contract
-Dark Air-cured Types 35,36,37 Contract
-Fire-cured Types 21,22,23,24 Contract
-Flue-cured Types 11,12,13,14 Contract
-Georgia-Florida Type 62 (Form T 78) Contract
-Maryland Type 32 Contract
-Puerto Rican Type 46 Contract

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The undersigned * * * hereby contract(s) with the Secretary of Agriculture, upon the terms and conditions hereinafter set forth and subject to the regulations (which shall be deemed to be part of the terms and conditions of this contract) heretofore or hereafter prescribed by the Secretary pursuant to the Act.

-Wheat Allotment Contract

SUPPLEMENT

O. CONFORMANCE WITH ADMINISTRATIVE RULINGS AND REGULATIONS

2. Cotton Adjustment Plan

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

Comply with the terms hereof and of all regulations or administrative rulings which have been or may hereafter be prescribed by the Secretary with reference to 1934 and 1935 Cotton Acreage Reduction Contracts, and any violation of said terms, regulations or rulings, or any material misstatement herein or in any information furnished by the producer, shall be grounds for the cancelation of this contract by the Secretary. In the event of such cancelation, the producer shall repay to the Secretary any sum(s) theretofore paid hereunder to the producer. The determination of the Secretary that any such violation or misstatement has occurred shall be final and conclusive.
-1934 and 1935 Cotton Contract, Sec. 9.

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

(1) Administrative Rulings Pertinent

The sentence under paragraph "(d)" of "Certificate of Producer" on the contract, shall be read and applied as if it contained the phrase, "except as permitted by peanut Administrative Ruling."
-Peanut Adm. Ruling No. 5, March 21, 1935.
See also Form P. N. 15.

4.

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

The plantation-producer agrees to comply with all administrative orders, rulings, and regulations in conformity with law which have been or may hereafter be prescribed by the Secretary relating to this contract.
-Hawaiian Sugarcane Contract, Sec. 20.

[1]This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

Any material misstatement herein willfully made by the plantation-producer, or any material noncompliance by the plantation-producer, with any of the terms hereof, or with any regulations, orders, or administrative rulings which have been or may hereafter be issued with reference to this contract pursuant to the act, shall be grounds for rescission and/or termination of this contract by the Secretary; the Secretary may so rescind and/or terminate this contract if, after notice of any such default has been given by the Secretary to the plantation-producer, the plantation-producer shall have failed within 30 days after receipt of such notice to remedy such default or justify his failure so to do to the satisfaction of the Secretary.

-Hawaiian Sugarcane Contract, Sec. 24.

f. Florida Sugarcane Production Adjustment Contract

Hereby offers to enter into this contract with the Secretary of Agriculture (hereinafter referred to as "the Secretary") upon the terms and conditions hereinafter set forth and subject to such regulations and administrative rulings (which shall be deemed to be part of the terms and conditions of this contract) as have been heretofore, or may hereafter be, prescribed by the Secretary relating to Florida Sugarcane Production Adjustment Contracts.

f. Florida Sugarcane Production Adjustment Contract

The producer agrees to conform to and to abide by regulations and administrative rulings heretofore and hereafter prescribed by the Secretary, relating to Florida Sugarcane Production Adjustment Contract.
- Sec. 12

5. Tobacco Adjustment Plan

c. 1935 Tobacco Contracts

The undersigned producer, * * * hereby offers to enter into a Special Base Tobacco Contract * * * with the Secretary of Agriculture * * * upon the terms and conditions hereinafter set forth and subject to such regulations and administrative rulings (which shall be deemed to be part of the terms and conditions of the contract) as may have been heretofore or may hereafter be prescribed by the Secretary, relating to Special Base Tobacco Contracts.

Special Base Tobacco Contract Form T-173
Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55.

A material misstatement herein or any noncompliance with any of the terms hereof, or with any regulations or administrative rulings which have been or may hereafter be issued with reference to Special Base Tobacco Contracts, shall be grounds for termination of this contract by the Secretary. The determination of the Secretary that any such misstatement or noncompliance has occurred shall be final and conclusive.
-Sec. 8.

Special Base Tobacco Contract Form T-173 Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

This contract shall be subject to all regulations and administrative rulings heretofore or hereafter prescribed by the Secretary of Agriculture, pursuant to his statutory powers, which may be applicable hereto, and they shall be deemed to be part of the terms and conditions of this contract.
Sec. 1. 1935 Supp. Wheat Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

The undersigned producer(and each and all of them if more than one signs this instrument) hereby offer(s) to enter into a contract with the Secretary of Agriculture (hereinafter referred to as the "Secretary") upon the terms and conditions hereinafter set forth and subject to such regulations or administrative rulings (which shall be part of the terms and conditions of this contract) as have been heretofore or may hereafter be prescribed by the Secretary relating to 1935 Southern Rice Production Adjustment Contracts.
-Sec. 1.

Without limitation of any other right or remedy of the Secretary conferred by law or this contract, a material misstatement herein or in any information furnished by the producer in connection with this contract or any noncompliance by the producer with any of the terms hereof, or with any applicable regulation or administrative ruling which has been or may hereafter be prescribed by the Secretary with reference to 1935 Southern Rice Production Adjustment Contracts shall be grounds for termination of this contract by the Secretary.
-Sec. 2(i)

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Furnishing production factors to non-cooperating producer ground for termination of contract.

See Southern Rice Admin. Ruling No. VII (June, 1935)

P. MISSTATEMENTS, NONCOMPLIANCE AND PENALTIES THEREFOR [1]

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

Without limitation of any right or remedy conferred by law or this contract, be entitled to terminate this contract if he determines (and his determination shall be final and bind the other parties hereto) that there has been a material misstatement in any of the statements made by the producer in this contract or in connection therewith, or any noncompliance by the producer with any term hereof or with any pertinent regulation or administrative ruling. Thereafter no further payments shall be made hereunder, and any payments theretofore made shall be refunded to the Secretary. To secure payment of such refund the Secretary shall have a lien to the extent of their respective interests, on corn and on hogs now or in the future owned by each of any of the parties obligated to make such a refund.

-Corn-Hog Contract, Sec. 11
-See, also, Rider A, paragraph 5

b. 1935 Corn-Hog Contract

Without limitation of any right or remedy of the Secretary conferred by law or this contract, the Secretary shall be entitled to terminate this contract if he determines (and his determination shall be final and bind the other parties hereto) that there has been a material misstatement in any of the statements made by any of the undersigned in this contract or in connection therewith or any noncompliance by any of the undersigned with any term hereof, or with any pertinent regulation or administrative ruling, or that the undersigned is not a bona fide farm operator in 1935. In the event of such termination, no further payments shall be made hereunder and any payments theretofore made shall be refunded to the Secretary. To secure payment of such refund, the Secretary shall have a lien, to the extent of their respective interests, on corn and hogs now or in the future owned by each or any of the parties obligated to make such a refund.

-Corn-Hog Contract, Sec. 10
-See, also, Rider A, paragraph 5

(1) Administrative Rulings Pertinent

Payment not to be construed as a waiver by the Secretary of any right or remedy of the Secretary arising from a breach of contract or from any noncompliance.

-See, Corn-Hog Admr. Ruling No. 102 (Dec. 6, 1934)

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1 See: Right of the Secretary to Enter Land to Specifically Enforce the Contract.

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract[1]

b. 1934 and 1935 Cotton Acreage Reduction Contract

Comply with the terms hereof and of all regulations or administrative rulings which have been or may hereafter be prescribed by the Secretary with reference to 1934 and 1935 Cotton acreage Reduction Contracts, and any violation of said terms, regulations, rulings, or any material misstatement herein or in any information furnished by the producer shall be grounds for the cancellation of this contract by the Secretary. In the event of such cancelation, the producer shall repay to the Secretary any sums theretofore paid hereunder to the producer. The determination of the Secretary that any such violation or misstatement has occurred shall be final and conclusive.

-1934 and 1935 Cotton Contract, Sec. 9

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

The statements contained herein are true to the best of the knowledge and belief of the producer. Any misstatement herein, or any noncompliance by the producer with any of the terms hereof, or with any regulations or administrative rulings which have been or may hereafter be issued with reference to Peanut Production Adjustment Contracts, shall be grounds for cancelation of this contract by the Secretary, or a designated agent on his behalf.

It is hereby stipulated that any payment made hereunder by the Secretary is made in consideration of complete performance of all the terms and conditions hereof by the producer and that the breach of any of the terms or conditions hereof shall be deemed a total failure of consideration. In the eventof cancelation of this contract by the Secretary, as above provided, the producer shall return to the Secretary any such payments theretofore made, together with all costs incident to the collection thereof.

-Peanut Contract, Sec.s 12,13

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract.

The statements contained herein are true to the best of the knowledge and belief of the producer. A material misstatement herein, or any noncompliance by the producer with any of the terms hereof, or with any regulations or administrative rulings which have been or may hereafter be issued with reference to this contract, shall be

[1] See: Right of the Secretary to Enter Land to Specifically Enforce the Contract

grounds for a rescission and/or termination thereof by the Secretary. The determination of the Secretary that any such misstatement or noncompliance has occurred shall be final and conclusive. In the event of a rescission and/or termination hereunder, the producer shall return to the Secretary any payments theretofore paid to the producer, together with all costs incident to the collection thereof.
-Sugar Beet Contract, Sec. 13

b. Sugarcane Production Adjustment Contract (Louisiana)

The statements contained herein are true to the best of the knowledge and belief of the producer. A material misstatement herein, or any noncompliance by the producer with any of the terms hereof, or with any regulations or administrative rulings which have been or may hereafter be issued with reference to this contract, shall be grounds for a rescission and/or termination thereof by the Secretary. The determination of the Secretary that any such misstatement or noncompliance has occurred shall be final and conclusive. In the event of a rescission and/or termination hereunder, the producer shall return to the Secretary any payments theretofore paid to the producer, together with all costs incident to the collection thereof.
-Louisiana Sugarcane Contract, Sec. 12

If the producer, for any crop year, exceeds his production allotment, or grows more sugarcane for seed and/or sirup than is permitted hereunder, the Secretary may, in his discretion, either cancel the contract or decide to continue the contract in force, in which case such excess sugarcane shall be disposed of in the manner determined by the Secretary in his discretion, or, if the producer has already disposed of such excess sugarcane, the Secretary shall be entitled to any rights or to any proceeds arising from such disposition.

* * * If the producer plants or has planted acreage in excess of that permitted under this section, the Secretary may withhold all payments due hereunder until such time as the acreage is adjusted to the limits provided.
-Louisiana Sugarcane Contract, Sec. 6

c. Philippine Sugarcane Production Adjustment Contract

The planter warrants that all statements contained in this contract made by him are true to the best of his information and belief, A material misstatement herein or any non-compliance by the planter with any of the terms hereof or with any of the regulations or rulings referred to herein shall be grounds for the rescission of this contract by the Secretary. The determination of the Secretary that any such misstatement or non-compliance has occurred shall be final and conclusive. In the event of such rescission the planter shall repay

to the Secretary any sums theretofore apid hereunder to the planter together with all costs incident to the collection thereof.

-Philippine Sugarcane Contract, Sec. 23

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

The statements contained herein are true to the best of the knowledge and belief of the producer. A material misstatement herein or in any information furnished pursuant to paragraph 12 or any noncompliance by the producer with any of the terms hereof or with any regulations which have been or may hereafter be issued by the Secretary with reference to this contract shall constitute a breach of this contract and shall be grounds for its termination by the Secretary.

-Miami Valley Types 42,43,44 Contract, Sec. 15
-New England Types 51 and 52 Contract, Sec. 15
-Pennsylvania Type 51 and New York-Penn. Contract, Sec. 15
-Wisconsin Types 54 and 55 Contract, Sec. 15

b. 1934 Tobacco Contracts.

The statements contained herein are true to the best of the knowledge and belief of the producer. A material misstatement herein, or any noncompliance by the producer with any of the terms hereof, or with any regulations or administrative rulings which have been or may hereafter be issued with reference to this contract, shall be grounds for a rescission by the Secretary. The determination of the Secretary that any such misstatement or noncompliance has occurred shall be final and conclusive. In the event of a rescission hereunder, the producer shall return to the Secretary any payments theretofore paid to the producer, together with all costs incident to the collection thereof.

-Burley Type 31 Contract, Sec. 17
-Dark Air-cured Types 35,36,37 Contract, Sec. 17
-Fire-cured Types 21,22,23,24 Contract, Sec. 17
-Flue-cured Types 11,12,13,14 Contract, Sec. 16
-Georgia-Florida Type 62 Contract, Sec. 18 (Form T 78)
-Maryland Type 32 Contract, Sec. 15
-Puerto Rican Type 46 Contract, Sec. 15

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The statements contained herein are true to the best of the knowledge and belief of the producer. The statements and agreements by the producer set forth in or attached to the application and any further statements called for herein shall be agreements, representations, and conditions upon which the Secretary will rely in entering

into this contract and shall be continuing agreements, representations, and conditions which are by this paragraph incorporated into and made a part of this contract. If the Secretary determines (and his determination shall be final and bind the other parties hereto) that there has been a material misstatement in any of such statements or any noncompliance by the producer with any such agreements or conditions or with any term hereof or with any of the regulations, he may terminate this contract and thereafter no further payments shall be made hereunder, and any payments theretofore made shall be refunded to the Secretary by the producer and shall constitute, until so refunded, a lien on future wheat crops on this farm. In the event that any person described herein as the producer shall (except as may be provided by regulations) sell or trade in any flour obtained in exchange for or processed from wheat produced on this farm and in respect of which no processing tax has been paid, such person shall thereupon cease to be a party to this contract and shall not thereafter be entitled to any payments hereunder and shall refund to the Secretary any payments hereunder theretofore received by such person.

-Wheat Contract, Sec. 15

(1) <u>Administrative Rulings Pertinent</u>

Landlord's responsibility for violation of contract by former tenant.

-Wheat Admr. Ruling No. 16

Failure to plant the minimum acreage for 1934.

-Wheat Admr. Ruling No. 33 (March, 1934)

SUPPLEMENT

P. MISSTATEMENTS, NONCOMPLIANCE AND PENALTIES THEREFOR

2. Cotton Adjustment Plan

c. 1934 and 1935 Cotton Acreage Reduction Contract

Comply with the terms hereof and of all regulations or administrative rulings which have been or may hereafter be prescribed by the Secretary with reference to 1934 and 1935 Cotton Acreage Reduction Contracts, and any violation of said terms, regulations or rulings, or any material misstatement herein or in any information furnished by the producer, shall be grounds for the cancelation of this contract by the Secretary. In the event of such cancelation, the producer shall repay to the Secretary any sum(s) theretofore paid hereunder to the producer. The determination of the Secretary that any such violation or misstatement has occurred shall be final and conclusive.
-1934 and 1935 Cotton Contract, Sec. 9.

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugar Cane Production Adjustment Contract

Warranty as to Representations; Cancellation of this Contract. The producer represents that the representations and statements contained herein are true to the best of his knowledge and belief and it is hereby stipulated that any payment made hereunder by the Secretary is made upon all of the representations and statements herein by the producer and in consideration of the complete performances of all of the terms and conditions hereof and that any misrepresentation or misstatement herein, or of the breach by the producer or any of his affiliates or subsidiaries of any of the terms or conditions hereof and of any regulations or administrative rulings which have been or may hereafter be issued relating to this contract shall be deemed a total failure of consideration and shall be grounds for cancellation of this contract by the Secretary or a designated agent on his behalf. In the event of cancellation of this contract by the Secretary the producer shall return to the Secretary any such payments theretofore made, together with all costs incident to the collection thereof.
-Puerto Rico Sugarcane Contract, Sec. 17.

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[1]This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

(Any intentional misrepresentation of facts made in the contract for the purpose of defrauding the United States will be subject to the criminal provisions of the United States Code.)

Puerto Rico Sugarcane, Footnote,

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

Warranty as to representations. - The statements contained herein are true to the best of the knowledge and belief of the plantation-producer. Any material misstatement herein willfully made by the plantation-producer, or any material noncompliance by the plantation-producer, with any of the terms hereof, or with any regulations, orders, or administrative rulings which have been or may hereafter be issued with reference to this contract pursuant to the act, shall be grounds for rescission and/or termination of this contract by the Secretary; the Secretary may so rescind and/or terminate this contract if, after notice of any such default has been given by the Secretary to the plantation-producer, the plantation-producer shall have failed within 30 days after receipt of such notice to remedy such default or justify his failure so to do to the satisfaction of the Secretary

- Sec. 24.

f. Florida Sugarcane Production Adjustment Contract

The statements contained herein are true to the best of the knowledge and belief of the producer. A material misstatement herein, or any noncompliance by the producer with any of the terms hereof, or with any regulations or administrative rulings which have been or may hereafter be issued with reference to this contract, or with any rules, orders, or regulations issued under the act as amended, shall be grounds for a rescission and/or termination thereof by the Secretary. The determination by the Secretary that any such misstatement or noncompliance has occurred shall be final and conclusive. In the event of a rescission and/or termination hereunder, the producer shall return to the Secretary any payments theretofore paid to the producer, together with all costs incident to the collection thereof.

- Sec. 9

5. Tobacco Adjustment Plan

b. 1934 Tobacco Contracts

(1) Administrative Rulings Pertinent

Deduction from Payment in Case of Non-compliance with terms of contract.

See: Tobacco Administrative Ruling No. 40, T-77, Supp. 22, (Mar. 5, 1935)

c. 1935 Tobacco Contracts

The statements contained herein are true to the best of the information and belief of the producer. A material misstatement herein or any noncompliance with any of the terms hereof, or with any regulations or administrative rulings which have been or may hereafter be issued with reference to Special Base Tobacco Contracts, shall be grounds for termination of this contract by the Secretary. The determination of the Secretary that any such misstatement or noncompliance has occurred shall be final and conclusive. In the event of termination hereunder, the producer shall return to the Secretary any payments theretofore paid to the producer under this contract, together with all costs incident to the collection thereof.
-Sec. 8.

Special Base Tobacco Contract Form T-173, Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The statements contained herein are true to the best of the knowledge and belief of the producer. The statements and agreements set forth in this contract shall be agreements, representations, and conditions upon which the Secretary of Agriculture will rely in entering into this Supplementary Wheat Contract. If the Secretary determined (and his determination shall be final and bind all the other parties hereto) that there has been a material misstatement in any of such statements or any noncompliance by the producer with any such agreements or conditions or with any term hereof or with applicable regulations or administrative rulings, he may terminate this contract and thereafter no further payments shall be made hereunder, and any payments theretofore made under this contract and/or under the wheat allotment contract shall be refunded to the Secretary of Agriculture by the producer and shall constitute, until so refunded, a lien on future wheat crops on this farm.

-Sec. 12. 1935 Supp. Wheat Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

The producer represents that the statements contained herein are true to the best of his information and belief. Without limitation of any other right or remedy of the Secretary conferred by law or this contract, a material misstatement herein or in any information furnished by the producer in connection with this contract or any noncompliance by the producer with any of the terms hereof, or with any applicable regulation or administrative ruling which has been or may hereafter be prescribed by the Secretary with reference to 1935 Southern Rice Production Adjustment Contracts shall be grounds for termination of this contract by the Secretary. The determination of the Secretary that any such misstatement or noncompliance has occurred shall be final and conclusive. In the event of termination of this contract by the Secretary, the producer shall return to the Secretary all payments theretofore made under this contract, together with all costs incident to the collection thereof.

-Sec. 2(i)

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

(Any intentional misrepresentation of fact made in this contract for the purpose of defrauding the United States will be subject to the criminal provisions of the United States Code.)
--Footnote

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

Q. EFFECT OF BREACH OF ONE CONTRACT ON OTHER CONTRACTS

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

(1) Administrative Rulings Pertinent

A breach of one corn-hog contract shall, at the election of the Secretary, constitute a breach of all other such contracts executed by the party committing the breach.
-Corn-Hog Admr. Ruling No. 28 (Dec. 1933)

b. 1935 Corn-Hog Contract.

(1) Administrative Rulings Pertinent

A breach of one 1935 corn-hog contract shall at the election of the Secretary, constitute a breach of all other such contracts executed by the party responsible for the breach.
-Corn-Hog Admr. Ruling No. 104 (Dec. 6, 1934)

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

b. 1934 and 1935 Cotton Acreage Reduction Contract

(1) Administrative Rulings Pertinent

A breach of one 1934 and 1935 cotton acreage reduction contract shall, at the election of the Secretary of Agriculture, constitute a breach of all other such contracts executed by the party committing the breach.
-Cotton Admr. Ruling No. 17

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

If any farm other than one covered by this contract is owned or operated by the producer, such farm shall be covered by a like contract, if peanuts are grown thereon. Any breach of any of the terms and conditions of such like contract shall be grounds for termination of this contract by the Secretary or his authorized agent.
-Peanut Contract, Sec. 7

4. Sugar Beet and Sugarcane Adjustment Contract

a. Sugar Beet Production Adjustment Contract

* * * Any violation of any of the terms and conditions of such other contract or contracts shall be grounds for rescission and/or termination of this contract by the Secretary.

-Sugar Beet Contract, Sec. 11

b. Sugarcane Production Adjustment Contract (Louisiana)

* * * Any breach of any of the terms and conditions of such like contract, or contracts, shall be grounds for termination of this contract by the Secretary.

-Louisiana Sugarcane Contract, Sec. 2

c. Philippine Sugarcane Production Adjustment Contract

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

If any farm other than the one covered by this contract is owned or operated by the producer, such farm must be covered by a like contract if tobacco is grown thereon, and a breach of any of the terms and conditions of such like contract shall be grounds for termination of this contract by the Secretary.

-Georgia-Florida Type 62 Contract (Form T 10), Sec. 4
-Miami Valley Types 42, 43, 44 Contract, Sec. 10
-New England Types 51 and 52 Contract, Sec. 10
-Pennsylvania Type 41 and New York-Penn. Type 53 Contract, Sec. 10
-Wisconsin Types 54 and 55 Contract, Sec. 10

b. 1934 Tobacco Contracts

If any farm other than one covered by this contract is owned or operated by the producer, such farm must be covered by a like contract if tobacco is grown thereon, and a breach of any of the terms and conditions of such like contract shall be grounds for termination of this contract by the Secretary.

-Burley Type 31 Contract, Sec. 14
-Dark Air-Cured Types 35,36,37 Contract, Sec. 14
-Fire-Cured Types 11,12,13,14 Contract, Sec. 13
-Flue-Cured Types 21,22,23,24 Contract, Sec. 13
-Georgia-Florida Type 32 Contract (Form T 78), Sec. 13
-Puerto Rican Type 46 Contract, Sec. 12

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

If any farm other than the one covered by this contract is owned or operated by the producer in 1934 or 1935, such farm shall not be used for the purpose of increasing the wheat acreage thereon in any amount to offset the required reduction on this farm, and a breach of this condition shall be a ground for termination of this contract by the Secretary, and the discontinuance of any further payments hereunder.

-Wheat Contract, Sec. 8

(1) Administrative Rulings Pertinent

* * *a wilful violation of contract obligations, regardless of where it may occur, will, however, be considered a violation of all wheat contracts of the landowner.

-See: Wheat Admr. Ruling No. 18

SUPPLEMENT

Q. EFFECT OF BREACH OF ONE CONTRACT ON OTHER CONTRACTS, CONFLICTING CONTRACTS

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugar Cane Production Adjustment Contract

Waiver. The producer agrees to waive any provisions in any existing contracts with mills, executing the waiver in section 27 herein, respecting the milling of, or the financing of the production of sugar cane which the Secretary determines are in conflict with the terms of this contract.
- Puerto Rico Sugar Cane Contract, Sec. 6.

The undersigned, in consideration of and in order to induce the execution of this contract by the Secretary of Agriculture, agrees to waive any provisions in any existing contract with the producer respecting the milling of, and/or the financing of the production of, sugar cane which conflict with the terms of this contract.

_____

_____ _____

Witness
-Puerto Rico Sugar Cane Contract, Sec. 27

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

Waiver.—The plantation-producer agrees, to the extent, and for the period, necessary to give effect to this contract, to waive his rights under the provisions of any existing contract to which he is a party which are in conflict with any of the terms or conditions of this contract.
- Hawaiian Sugarcane Contract, Sec. 23.

That the adherent planter, to the extent, and for the period, necessary to give effect to this contract, will waive any provision in any contract to which he is a party which conflicts with any of the terms of this agreement.
Sec. 28, Subsec. D

See: Supp. to Hawaiian Plantation Producers Sugarcane Adj. Contract, (Acceptance Agreement of Adherent Planter) (Form No. 501 Sugar)

f. Florida Sugarcane Production Adjustment Contract

The producer agrees that he will execute an offer for a contract with respect to any other farm or farms, in this State, on which sugarcane is being grown, either now or hereafter controlled by the producer, provided, however, that where the prior owner of land hereafter acquired has already entered into a contract with respect thereto, the producer shall be bound by such contract and entitled to the allotment thereunder pursuant to section 10. Any breach of any of the terms and conditions of such like contract, or contracts, shall be ground for termination of this contract by the Secretary.
-Sec. 2

5. Tobacco Adjustment Plan

c. 1935 Tobacco Contracts

If any farm other than the one covered by this contract is owned or operated by the producer, such farm shall be covered by a tobacco contract if tobacco is grown thereon. Any breach of any of the terms and conditions of such tobacco contract shall be grounds for termination of this contract by the Secretary.
-Sec. 5.

Special Base Tobacco Contract Form T-173, Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y. - Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Continuation of Contract for 1936.
1935 Supp. Wheat Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Existing contracts (prior to Mar. 1, 1935) on share basis with non-cooperating producer.

See: Southern Rice Admin. Ruling No. VII (June 1935)

R. SET-OFF OF INDEBTEDNESS TO THE UNITED STATES [1]

1. Corn-Hog Adjustment Plan

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

I (am/not) indebted to the United States Government in (any sum secured by a lien on the 1933 cotton crop and/or on account of any past obligations of any kind to the United States Government. If I am, then it is understood that such obligation may be offset against any cash benefit accruing to me hereunder as is required by law. Such debts are as follows (list):

-Offer to Enter into Cotton Option-Benefit or Benefit Contracts, Sec. 5

b. 1934 and 1935 Cotton Acreage Reduction Contract.

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

If the Producer is indebted to the United States Government in any amount for obligations due at the time payments are to be made to the producer under this contract, it is understood that such payments may be applied to the reduction or full payment of such indebtedness and the balance, if any, then paid to the producer.

-Georgia-Florida Type 62 Contract, Sec. 8
-Miami Valley Types 42,43,44 Contract, Sec. 14
-New England Types 51 and 52 Contract, Sec. 14
-Pennsylvania Type 41 and New York-Penn. Type 53 Contract, Sec. 14
-Wisconsin Type 54 and 55 Contract, Sec. 14

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

If the producer is indebted to the United States in any amount for obligations due at the time adjustments are to be made to the producer under this contract, it is understood that such payments may be applied to the reduction or full payment of such indebtedness, and the balance, if any, then paid to the producer.

-Wheat Contract, Sec. 13

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1 See: Refunding of Payments upon Violation of Contract
: Misstatements, Noncompliance and Penalties Therefor

SUPPLEMENT

R. SET-OFF OF INDEBTNEDNESS TO THE UNITED STATES

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Continuation of Contract for 1936.
1935 Supp. Wheat Contract

S. APPLICATION FOR MEMBERSHIP IN PRODUCTION CONTROL ASSOCIATIONS

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

The undersigned by executing this contract applies for membership in the Corn-Hog Control Association for the county in which his farm is located.
-Corn-Hog Contract, Sec. 16

b. 1935 Corn-Hog Contract [1]

2. Cotton Adjustment Plan [1]

3. Peanut Adjustment Plan [1]

4. Sugar Beet and Sugarcane Adjustment Plan [1]

a. Sugar Beet Production Adjustment Contract

(1) Administrative Rulings Pertinent

See Form Sugar 9 for a number of administrative rulings pertaining to the organization and administration of the production control associations.

b. Sugarcane Production Adjustment Contract (Louisiana)

c. Philippine Sugarcane Production Adjustment Contract

5. Tobacco Adjustment Plan [1]

a. 1933 Tobacco Contracts

b. 1934 Tobacco Contracts

The producer hereby applies for membership in the Tobacco Production Control Association in the above-named county.
-Burley Tobacco Type 31 Contract, Sec. 24
-Dark Air-cured Types 35,36,37 Contract, Sec. 24
-Fire-Cured Types 21,22,23,24 Contract, Sec. 24

A "Tobacco Control Association" will be formed for the above-named county, and the Producer shall automatically become a member thereof, upon signing this offer.
-Maryland Type 32 Contract, Sec. 13

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[1] See: Deductions for Production Control Association Expenses.

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The producer hereby applies for membership in the Wheat Production Control Association in his county. When this application is hereinbelow certified by the County Allotment Committee and a wheat allotment contract is entered into between the Secretary and the producer, then under the terms of such contract the producer will be bound by the articles, bylaws, rules, and regulations of such association and will be bound to bear his pro rata share of the administration expenses for such association.

-Application for Wheat Allotment Contract

(1) Administrative Rulings Pertinent

See Wheat Regulations, Series 2, Article III for detailed provision concerning the establishment and administration of the Wheat Production Control Associations.

S. APPLICATION FOR MEMBERSHIP IN PRODUCTION CONTROL ASSOCIATIONS

4. Sugarcane and Sugar Beet Adjustment Plan

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract.

Advisory Committee. An Advisory Committee shall be established as follows:

A. The membership of the Advisory Committee shall consist of:

(I) One member to be appointed by the Secretary.

(II) Two sugarcane producers to be selected and appointed by the representative of the Secretary.

(III) One member to be selected and appointed by Gay and Robinson.

(IV) One member selected and appointed by Wailea Milling Company, Limited.

(V) Six members selected and appointed by the contracting plantation members of the Hawaiian Sugar Planters' Association.

B. All appointments of members and their alternates, if any, to the Advisory Committee shall be subject to the approval of the Secretary.

C. In case of removal, resignation or incapacity, of any member of the Advisory Committee (except the representative of the Secretary) the group which selected the member whose place has become vacant shall appoint a successor or an alternate, as may be required, subject to the approval of the Secretary.

D. Upon the selection of any member or members of the Advisory Committee, the Secretary of said Advisory Committee shall certify to the Secretary the name and address of each such member, and of his alternate, if any, and the date or dates of their selection. The members and alternates, if any, so certified to the Secretary shall be deemed for all purposes to be the duly selected members and alternates of the Advisory Committee, subject, however, to the right of any interested part to protest such selection.

E. The members of the Advisory Committee created hereunder (including successors, alternates or persons selected by the Secretary), and any agent or employee appointed or employed by the Advisory Committee shall be subject to removal by the Secretary at any time with or without cause.

F. Members of the Advisory Committee shall serve without compensation.

G. The duties and powers of the Advisory Committee shall be:

I. To prescribe the necessary rules for its procedure.

II. To supervise the performance of this contract and to act as an intermediary between the Secretary and the contracting plantation-producers of the Territory of Hawaii.

III. To investigate suspected violations of this contract, and all questions, disputes and complaints arising in connection with the performance of contracting plantation-producers, and to report thereon to the Secretary.

IV. To assist in the administration or orders and regulations promulgated by the Secretary with respect to sugar production and marketing pursuant to the act.

V. To recommend to the Secretary, from time to time, with supporting data and statistics, estimates of the local consumption requirements for the Territory of Hawaii for each calendar year, and the manner and formulae for making marketing allotments of the quotas established pursuant to such estimates.

VI. To submit to the Secretary, from time to time, with supporting data and statistics, the Advisory Committee's recommendations and formulae for making marketing allotments, during each calendar year, of the continental United States quota.

VII. To prescribe rules whereby the contracting plantation-producers shall furnish to the Advisory Committee reports and data regarding sugar production, shipments to continental United States, and local consumption sales.

VIII. To prescribe, with the approval of the Secretary, rules regulating shipments to continental United States and local consumption sales of plantation-producers.

IX. To keep records of all shipments and deliveries of sugar, records of all sugars lost or destroyed, local sales, sales from one plantation to another plantation, and any transfers of marketing allotments if and as may be permitted by the Secretary. All reports to the Advisory Committee and all its records shall be open to inspection by any duly authorized representative of any plantation-producer.

X. To appoint one or more auditors who shall have authority to audit the records and reports of any plantation-producer in order to verify any reports or other data properly required to be furnished to the Advisory Committee by any processor.

XI. The Advisory Committee shall, upon the request of the Secretary, furnish him such information as he may request, and all the books and records of the Advisory Committee shall, at any time, be subject to the examination of the Secretary.

H. Six members of the Advisory Committee, and the representative of the Secretary, shall constitute a quorum for the transaction of business. An affirmative vote of a majority of the members of the Committee, one of whom must be the representative of the Secretary, shall be necessary for all actions of the Advisory Committee. The Committee may appoint a secretary and other assistants who need not be members of the Committee.
- Sec. 34, Hawaiian Sugar Contract.

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Continuation of Contract for 1936.
1935 Supp. Wheat Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

The producer applies for membership in the Rice Production Control Association organized pursuant to Form Rice 35 in each County or Parish in which a farm covered by this contract is located;
-Sec. 2(f)

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Production Adj. Contract except that the Control Association is organized pursuant to Form Rice 43.

T. SECRETARY'S PRIVILEGE TO EXTEND CONTRACT

1. Corn-Hog Adjustment Plan

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

b. 1934 and 1935 Cotton Acreage Reduction Contract

This Contract shall apply only for 1934 unless the Secretary shall, not later than December 1, 1934, proclaim his purpose of continuing the Cotton Acreage Reduction Plan for 1935. This Proclamation shall state the percentage of reduction which will be required hereunder for 1935. The Secretary shall not be required to give any notice to the producer other than public proclamation, which proclamation shall be given to the general press, and copies mailed to each county committee.

-Cotton Contract, Sec. 1

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

The Secretary shall have the privilege of extending the contract to the 1936 crop year. Such privilege may be exercised by notice thereof in writing mailed by the Secretary to the above address prior to November 30, 1935. In the event that the Secretary exercises such privilege, the terms and conditions of this contract shall apply with the same force and effect in 1936 as in 1935, except as provided in section 22 (provision for payments under extended contract)

-Sugar Beet Contract, Sec. 21

b. Sugarcane Production Adjustment Control (Louisiana)

The Secretary shall have the privilege of extending the contract to the 1936 crop year. Such privilege may be exercised in writing mailed by the Secretary to the above address prior to August 1, 1935. In the event that the Secretary exercises such privilege, the terms and conditions of this contract shall apply with the same force and effect in 1936 as in 1935, except as provided in section 20 (provision for payments under extended contract).

-Louisiana Sugarcane Contract, Sec. 19

c. Philippine Sugarcane Production Adjustment Contract

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts [1]

The Secretary or his authorized agent shall have the privilege of requiring either (1) that the producer shall limit in the year 1934 the acreage of this farm for tobacco to fifty percent (50%) of the base tobacco acreage chosen for this farm in paragraph 3, or (2) that any increase beyond such fifty percent (50%) shall not exceed an amount to be hereafter designated by the Secretary or his authorized agent. Such privilege may be exercised by notice thereof in writing mailed prior to April 1, 1934, to the producer at the above address. In the event that the Secretary or his authorized agent shall exercise said privilege, that portion of the base tobacco acreage which is hereby to be taken out or kept out of tobacco production (referred to herein as "the contracted acreage of 1934") shall, during the year 1934, be subject to all the terms and conditions of paragraphs 4,5,8,9,10,11,12,13,14, and 15, and to the further conditions that the quantity of commercial fertilizer used per acre for tobacco on this farm in 1934 shall not exceed the amount used per acre in 1932 and no attempt shall be made in 1934 to increase materially the yield of tobacco per acre on this farm by adopting unusual cultural practices thereon.

The Secretary or his authorized agent shall have the privilege of requiring either (1) that the producer shall limit in the year 1935 the acreage of this farm for tobacco to fifty percent (50%) of the base tobacco acreage chosen for this farm in paragraph 3, or (2) that any increase beyond such fifty percent (50%) shall not exceed an amount to be hereafter designated by the Secretary or his authorized agent. Such privilege may be exercised by notice thereof in writing mailed prior to April 1, 1935, to the producer at the above address. In the event that the Secretary or his authorized agent shall exercise said privilege, that portion of the base tobacco acreage which is thereby to be taken out or kept out of tobacco production (referred to herein as "the contracted acreage of 1935") shall, during the year 1935, be subject to all the terms and conditions of paragraphs 4,5,8,9,10,11,12,13,14, and 15, and to the further conditions that the quantity of commercial fertilizer used per acre for tobacco on this farm in 1935 shall not exceed the amount used per acre in 1932 and no attempt shall be made in 1935 to increase materially the yield of tobacco per acre on this farm by adopting unusual cultural practices thereon.

-Miami Valley Types 42,43,44 Contract, Secs. 18,19
-New England Types 51 and 52 Contract, Secs. 18,19
-Pennsylvania Type 41 and New York-Pennsylvania Type 53 Contract, Secs. 18,19
-Wisconsin Types 54 and 55 Contract, Secs. 18,19

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[1] See: Use of Contracted and/or Rented Acres.

See Notice of Exercise of Privilege of Secretary of Agriculture with Respect to 1934 Production of Tobacco, under the above listed contracts. Forms T-86, T-87, T-88, and T-89.

See also Section 10 of Rider A to the above-listed contracts.

In further consideration of the payments stipulated in paragraph 9, the Secretary or his authorized agent shall have the privilege of requiring that the producer shall not harvest tobacco acreage in the years 1934 and/or 1935 in excess of the base tobacco acreage established for this farm in the manner set forth below, or of requiring that in 1934 and/or in 1935 only certain acreages, to be hereafter specified by the Secretary, less than or in addition to said base tobacco acreage shall be harvested.

Each of the foregoing privileges may be exercised by mailing to the producer at the above address, on or before January 1 of the year in respect of which such privilege may be exercised, a notice thereof.
-Georgia-Florida Type 62 Contract (Form T 10) Secs. 10, 11

See Notice of Exercise of Privilege of Secretary of Agriculture with respect to 1934 crop, Georgia-Florida Type 62 Tobacco (issued Dec. 28, 1933)

b. 1934 Tobacco Contracts

The Secretary or his authorized agent shall have the privilege of requiring the producer to reduce the acreage and production of tobacco on this farm in 1935, provided that in no case shall the reduction exceed * * * . Such privilege may be exercised by a notice thereof in writing mailed to the producer at the above address prior to December 15, 1934. In the event that the Secretary or his authorized agent exercises such privilege the terms and conditions of this contract shall apply with the same force and effect in 1935 as in 1934, subject to changes in the amount of rented acres, production allotment, tobacco acreage allotment, and dates and rates of the adjustment payments.
-Burley Contract, Sec. 21
-Dark Air-cured Contract, Sec. 21
-Fire-cured Contract, Sec. 21
-Flue-cured Contract, Sec. 21
-Maryland Contract, Sec. 18

See Notice of Exercise of Privilege of Secretary of Agriculture with respect to 1935 production of tobacco, under the following contracts:
-Burley Tobacco (Form T-155)
-Dark Air-cured Tobacco (Form T-157)
-Fire-cured Tobacco (Form T-156)
-Flue-cured Tobacco (Form T-160)

In further consideration of the payments stipulated in paragraph 20, the Secretary or his authorized agent shall have the privilege of requiring that the producer shall not harvest tobacco acreage on this farm, in 1935, in excess of the base tobacco acreage established for this farm, or of requiring that in 1935 only certain acreage, to be hereafter specified by the Secretary, less than or in addition to said base tobacco acreage shall be harvested. This privilege shall be exercised by notice thereof in writing mailed to the producer at the above address on or before January 1, 1935.

In the event that the Secretary or his authorized agent shall exercise such privilege, the terms and conditions of this contract shall apply with the same force and effect in 1935 as in 1934, subject to such changes in number of contracted acres, initial production allotment, tobacco acreage allotment, and the dates and rates of payment as are determined by the Secretary to be necessary to accomplish the purposes of this contract, after consultation by the Secretary or his authorized agent with a committee designated by the Secretary as representatives of the producers.

-Georgia-Florida Contract, Sec. 21

The Secretary or his authorized agent shall have the privilege of requiring the producer to reduce the acreage of tobacco on this farm in 1935-36 provided that in no case shall the reduction exceed forty per cent (40%) of the base acreage chosen for this farm. Such privilege may be exercised by notice in writing mailed to the producer at the above address prior to September 1, 1935. In the event that the Secretary or his authorized agent exercises such privilege, the terms and conditions of this contract shall apply with the same force and effect in 1935-36 as in 1934-35, subject to changes in rented acreage, tobacco acreage allotment, and date and rate of the "adjustment payment."

-Puerto Rican Type 46 Contract, Sec. 22

6. <u>Wheat Adjustment Plan</u>

SUPPLEMENT

T. SECRETARY'S PRIVILEGE TO EXTEND CONTRACT

2. Cotton Adjustment Plan

b. 1934 and 1935 Cotton Acreage Reduction Contract

Continuation of contract in effect for 1935.
-See 1935 Supp. Document (Cotton 104, Feb. 9, 1935)
(Cotton 102, Feb. 13, 1935)

4. Sugar Beet and Sugarcane Adjustment Plan.

d. Puerto Rico Sugarcane Production Adjustment Contract.

The undersigned having the right to control the use of this farm for the 1936 crop year hereby agrees that he or they or his or their assigns or lessees will undertake the performance of the contract hereinbefore set forth during such period.

Witness(es) Person(s)

_____ _____

_____ _____

_____ _____

_____ _____

(Date) _____,193_ _____

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

The plantation-producer agrees that he will not refuse to extend, during the effective period of this contract, any contract for the purchase of sugarcane, or the marketing of sugar, or the purchase of sugar, with any adherent planter whose contract expires during the effective period of this contract, except for good cause and subject to the disapproval of the Secretary. Notice of any such termination, cancellation, or refusal to renew, and the facts and reasons therefor, shall be promptly given to the Secretary by the plantation-producer. The plantation-producer, likewise, will not terminate or cancel any other similar contract of any adherent planter (notwithstanding any provisions in the contract authorizing the plantation-producer to terminate or cancel it), except for good cause and subject to the disapproval of the Secretary. Provided, however, that with

respect to adherent planters who fall within the category of so-called "plantation-planters" the following shall control:

A. Where the production-adjustment program for the plantation-producer entails the discontinuance of the use of land now under contract with one or more adherent planters who fall within the category of so-called "plantation-planters", the plantation-producer may terminate or cancel or refuse to renew any existing contracts with respect to such land under the following conditions:

I. The plantation-planter whose contract is to be terminated or not renewed shall be given employment by the plantation-producer of a character similar to the type and character of that performed by him under his contract.

II. The plantation-planter whose contract is terminated or not renewed shall be given preference by the plantation-producer over others with respect to the utilization of other tracts of land which may be available from time to time, through the normal "turn over" of plantation-planters, for grant to adherent planters by the plantation-producer.

- Hawaiian Sugarcane Contract, Sec. 30.

See: Supp. to Hawaiian Plantation Producers Sugarcane Adj. Contract, (Acceptance Agreement of Adherent Planter) (Form No. 501 Sugar)

f. Florida Sugarcane Production Adjustment Contract

The Secretary shall have the privilege of extending this contract to the 1936-37 crop year. Such privilege may be exercised by notice thereof, in writing, mailed by the Secretary to the above address prior to August 30, 1935. In the event that the Secretary exercises such privilege, the terms and conditions of this contract shall apply with the same force and effect with respect to the 1936-37 crop as it does with respect to the 1935-36 crop, except as provided in section 18.

- Sec. 17.

5. Tobacco Adjustment Plan

b. 1934 Tobacco Contracts

See Notice of Exercise of Privilege of Secretary of Agriculture, with respect to 1935 production of tobacco under the following contracts:

Georgia-Florida Type 62 (Form T-165, Dec. 1934)
Penn. Type 41 and New York-Penn. Type 53, Where Rider A (Form T-90) has been executed (Form T-177, March, 1935).
Penn. Type 41 and New York-Penn. Type 53, Where Rider A (Form T-90) has not been executed (Form T-178, March, 1935)
Miami Valley Types 42, 43 and 44, Where Rider A (Form T-91) has been executed (Form T-179, March, 1935)
Miami Valley Types 42, 43 and 44, Where Rider A (Form T-91) has not been executed (Form T-180, March, 1935)
New England Types 51 and 52, Where Rider A (Form T-92) has been executed (Form T-181, March, 1935)
New England Types 51 and 52, Where Rider A (Form T-92) has not been executed (Form T-182)
Wisconsin Types 54 and 55, Where Rider A (Form T-93) has been executed (Form T-183, March, 1935)
Wisconsin Types 54 and 55, Where Rider A (Form T-93) has not been executed (Form T-184, March, 1935)

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The acreage seeded to wheat on this farm for the crop year 1936 shall be reduced below the base acreage in the amount required for this farm under the terms and conditions, applicable to the crop year 1936, of such contract, as the Secretary of Agriculture shall offer to enter into with wheat producers (hereinafter referred to as the "new contract") respecting the acreage which may be seeded to wheat on this farm for any series of years including the year 1936; but such reduction for 1936 shall not exceed 25 percent of the base acreage herein referred to. The terms and conditions of paragraph 1 to 16, inclusive, of the wheat allotment contract shall continue in full force and effect with respect to this farm during the year 1936, except insofar as they may be inapplicable, due to the requirements of the new contract as to the amount of the reduction, and subject to such changes of dates or other figures or terms thereof, as may by implication be required to make such provisions

applicable to such years.

-Sec. 4. 1935 Supp. Wheat Contract

If a new contract is entered into with the Secretary of Agriculture for the reduction of wheat acreage on this farm, adjustment payments shall be made with respect to the crop year 1936 and the subsequent crop years covered thereby under the new contract and according to the terms thereof. Immediately upon acceptance of the new contract, the terms and conditions of paragraph 4 of this contract shall cease to be in force and effect.

-Sec. 5. 1935 Supp. Wheat Contract

Except as modified by the terms and conditions of this instrument, all terms, agreements, representations, and conditions of the wheat allotment contract shall remain in full force and effect, and are hereby incorporated into and made a part of this contract.

-Sec. 10.

U. STATEMENTS OF CONSENT [1]

1. Corn-Hog Adjustment Plan [1]

a. 1934 Corn-Hog Reduction Contract

-See: Rider A to Corn-Hog Reduction Contract (Form No.C.H.8c)

b. 1935 Corn-Hog Contract

See: Rider A to Corn-Hog Contract (Form No.C.H.101c)

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

(The undersigned represents that) consent in writing of the lien-holders has been or will be obtained by me before any part of the cotton planted is taken out of production and/or before receipt by me of any benefit which may accrue to me hereunder.

-Offer to Enter into Cotton-Benefit or Benefit Contracts, Sec. 4

The undersigned lien-holder(s) and/or others having an interest in the 1933 cotton crop now being grown on the lands embraced in the foregoing offer, hereby consent(s) to the making of this offer and to the performance of the conditions thereof when and if accepted, and agree(s) that the Secretary or his agents may deal with the producer as if he were the sole party having interest in said cotton land or crop. (Signatures)

-Offer to Enter into Cotton-Benefit or Benefit Contracts, Sec. 12

(1) Regulations Pertinent

-See: Cotton Regulations, Series 1, Sec. 205 (July, 1933)
-See: Cotton Regulations, Series 1, Sec. 300 (July, 1933)

b. 1934 and 1935 Cotton Acreage Reduction Contract

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

The producer represents that the accompanying statement of consent contains the signatures of all persons having any legal right to control in whole or in part the use of land on this farm * * *

The undersigned, in consideration of and in order to induce the execution of this contract by the Secretary of Agriculture, hereby grant(s) to the producer permission to enter into and execute this

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[1] See: Signers of Contracts.
: Persons Eligible to Offer to Contract and Form of Offer

contract and agree(s) that the Secretary, or his authorized agent may deal with the producer as if he were the sole party having any interest in said peanut land or crop. * * *

-Peanut Contract, Sec. 19

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

The producer represents that he has absolute right to control the use of his farm during the period of the contract except that if he does not have the right to control the use of this farm for the 1936 crop, he shall secure from any person or persons having such control an execution of the agreement hereinbelow set forth entitled "Agreement for 1936 Crop."

-Sugar Beet Contract, Sec. 26

"Agreement for 1936 Crop" - The undersigned having the right to control the use of this farm for the 1936 crop hereby agrees that he or they or his or their assigns or lessees will undertake the performance of the contract hereinbefore set forth during such period.

b. Sugarcane Production Adjustment Contract (Louisiana)

The producer represents that he has absolute right to control the use of this farm during the period of the contract except that if he does not have the right to control the use of this farm for the 1936 crop, he shall secure from any person or persons having such control an execution of the agreement hereinbelow set forth entitled "Agreement for 1936 crop."

-Louisiana Sugarcane Contract, Sec. 24

"Agreement for 1936 Crop" - The undersigned having the right to control the use of this farm for the 1936 crop hereby agrees that he or they or his or their assigns or lessees will undertake the performance of the contract hereinbefore set forth during such period.

-Louisiana Sugarcane Contract, Sec. 26

c. Philippine Sugarcane Production Adjustment Contract [1]

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

The accompanying Statement of Consent contains the signatures of

[1] See Article VII of the Contract entitled "Waiver by Mill Company."

all persons and agencies having any right, title, interest, or lien in, to, or upon the whole or any part of any crop or crops on the contracted acreage of 1933, and the producer further agrees to indemnify and hold harmless the United States from any and all claims whatsoever arising out of the performance of this contract.

-Georgia-Florida, Type 62 Contract, Sec. 5
-Miami Valley Types 42,43,44 Contract, Sec. 13
-New England Types 51 and 52 Contract, Sec. 13
-Pennsylvania Type 41 and New York-Pennsylvania, Type 53 Contract, Sec. 13.
-Wisconsin Types 54 and 55 Contract, Sec. 13

The undersigned, in consideration of and in order to induce the execution of this contract by the Secretary of Agriculture, hereby grant(s) to the producer permission to enter into and execute this contract and agree(s) that the Secretary or his authorized agent may deal with the producer as if he were the sole party having interest in said tobacco land or crop.

-All 1933 Tobacco Contracts.

b. 1934 Tobacco Contracts

The accompanying statement of consent contains the signatures of all persons having any legal right to control, in whole or in part, the use of the land on this farm.

-Burley Type 31 Contract, Sec. 24
-Dark Air-cured Types 35,36,37 Contract, Sec. 24
-Fire-cured Types 21,22,23,24 Contract, Sec. 24
-Flue-cured Types 11,12,13,14, Sec. 24
-Georgia-Florida Type 62 Contract, Sec. 24 (Form T 78)[1]
-Puerto Rican Type 46 Contract, Sec. 25

The undersigned, in consideration of and in order to induce the execution of this contract by the Secretary of Agriculture, hereby grant(s) to the producer permission to enter into and execute this contract and agree(s) that the Secretary or his authorized agent may deal with the producer as if he were the sole party having interest in said tobacco land or crop.

-All 1934 Tobacco Contracts

6. Wheat Adjustment Plan[2]

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[1] Slight variance in wording.

[2] See persons Eligible to Offer to Contract and Form of Offer.

SUPPLEMENT

U. STATEMENTS OF CONSENT

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

b. 1935 Corn-Hog Contract

See also Form No. C.H.101d, Waiver of Corn Adjustment Payment by Share-Cropper, pursuant to Administrative Ruling No. 137, to be attached to Rider A of the contract.

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

Representation of title to sugar cane. The producer represents that he has absolute right to sell or otherwise dispose of all the sugar cane grown on this farm during the period as to which he has certified that he has absolute legal control of said farm, except that the producer represents that the "Statement of Consent" hereinbelow set forth has been executed by all other persons and entities having a proprietary interest in said sugar cane.
- Puerto Rico Sugarcane Contract, Sec. 18.

Representation of Control. The producer represents that he has absolute right to control the use of this farm during the period of the contract except that if he does not have the right to control the use of this farm for the 1936 crop year he shall secure from any person or persons having such control an execution of the agreement hereinbelow set forth entitled "Agreement for 1936 Crop".
- Sec. 25.

The undersigned, in consideration of and in order to induce the execution of this contract by the Secretary of Agriculture, hereby grant(s) to the producer permission to enter into and execute this contract and agree(s) that the Secretary or his authorized agent may deal with the producer as if he were the sole party having interest in the sugar cane grown on this farm during the period referred to in Section 25.

Witness:	Interested Party(ies)
_____	_____
_____	_____
_____	_____

-Puerto Rico Sugarcane Contract, Sec. 26.

The producer represents that the contracted sugar cane is free and clear of all liens or encumbrances except as follows:

Name and Address of Lienholder	Name of Lien	Amount of Lien (including interest as of the date of the Execution of this Offer)	Amount of Lien Representing Production Loans

The producer represents and agrees that the writtn consent of the lienholders has been or will be obtained by him before any part of the contracted sugar cane is destroyed, taken out of production or otherwise disposed of or before receipt by the producer of any payment which may accrue to the producer under this contract. (The following form of signature is to be used where this section applies.)

Witness(es Signature(s)	Lienholder(s) Signature(s)

-Sec. 29

V. SIGNERS OF CONTRACTS [1]

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

The statements contained herein are true to the best of the knowledge and belief of the undersigned, who represent that they include all owners (except where farm is rented for cash) of said farm and all lessees.
-Corn-Hog Contract, Sec. 16

(1) Administrative Rulings Pertinent

"The producer" shall include persons owning and operating their own farms, tenants operating farms rented for cash, and tenants operating farms rented on a crop- or stock-share lease or agreement, and such other persons as may be approved or designated as such by the Secretary. If a landlord does not share in the corn- or hog reduction payment, he should not sign the contract. * * *
-Corn-Hog Admr. Ruling No. 1 (Dec. 28, 1933)

Cases where all or part of the contracted acres are located on a portion of the farm rented on shares from no more than one landlord.
-Corn-Hog Admr. Ruling No. 7 (Dec. 28, 1933)

Cases where the contracted acres in a farming unit are to be located on land rented on shares from different landlords.
-Corn-Hog Admr. Ruling No. 8 (Dec. 28, 1933)

Cases where the farm to be covered by a corn-hog reduction contract is to be rented by the owner to a tenant who has not been obtained at time of signing contract.
-Corn-Hog Admr. Ruling No. 24 (Dec. 28, 1934)

Farming units operated with the aid of share-croppers.
-Corn-Hog Admr. Ruling No. 50 (Mar. 28, 1934)

b. 1935 Corn-Hog Contract

The undersigned represent that all owners and operators of the land covered by this contract who are entitled to a share of the corn or hog payment are included herein, * * *
-Corn-Hog Contract, Sec. 12

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[1] See: Persons Eligible to Offer to Contract and Form of Offer.
: Contracts signed in a Representative Capacity.
: Statements of Consent.

(1) Administrative Rulings Pertinent

"The producer" shall include persons owning and operating their own farms, tenants operating farms rented for cash, tenants operating land rented for a fixed commodity payment, persons operating farms being purchased by them for cash or a fixed commodity payment, tenants operating farms rented on a crop or stock-share lease or agreement, and such other persons as may be approved or designated as producers by the Secretary.

Share-croppers shall sign the contract when eligible as signatories thereto in accordance with Administrative Ruling 131.

"Landlord", as used in the contract, shall refer to persons from whom a producer rents land for a share of the crops or hogs produced on such land. If the landlord does not share in the corn or hog payment, he should not sign the contract. * * *
-Corn-Hog Admr. Ruling No. 106 (Dec. 6, 1934)

Determination as to a "bona fide farm operator".
* -See: Corn-Hog Admr. Ruling No. 107 (Dec. 6, 1934)

*Farming unit operated with aid of share croppers.
-See: Corn-Hog Admr. Ruling No. 131 (Dec. 6, 1934)

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

b. 1934 and 1935 Cotton Acreage Reduction Contract

In the event that this farm is operated by a managining share-tenant (a managing share-tenant is a share tenant who furnishes the work-stock, equipment, and labor used in the production of cotton and who manages the operation of this farm), said tenant shall sign this contract with the owner or his legally authorized agent who must submit his authority to act, * * *
-1934 and 1935 Cotton Contract, Sec. 12

(1) Administrative Rulings Pertinent

Refusal to sign by person whose signature is necessary.
-See: Admr. Ruling No. 7a (Nov. 29, 1933)

3. Peanut Adjustment Plan [1]

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[1] See: Persons Eligible to Offer to Contract and Form of Offer
: Statements of Consent

4. Sugar Beet and Sugarcane Adjustment Plan [1]

5. Tobacco Adjustment Plan [1]

6. Wheat Adjustment Plan [1]

a. Wheat Allotment Contract

(1) Regulations Pertinent

Signing of additional contracts
-See: Wheat Regulations, Sec. 600

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[1] See: Persons Eligible to Offer to Contract and Form of Offer.
: Statements of Consent.

SUPPLEMENT

V. SIGNERS OF CONTRACTS

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

b. 1935 Corn-Hog Contract

(1) Administrative Rulings Pertinent

Removal of restrictions on number of pigs purchased contained in section 5 of the contract and in Ruling 131 on the number of feeder, stocker and breeding hogs which may be purchased by contract signers and restrictions on the number of pigs which may be fed for others by contract.
-Corn-Hog Adm. Ruling No. 134 (Jan. 25, 1935)

Amendment to Ruling 107.
-See Corn-Hog Adm. Ruling No. 136 (March 15, 1935)

Amendment to Ruling 131.
-See Corn-Hog Adm. Ruling No. 137 (March 15, 1935)

2. Cotton Adjustment Plan

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

In the event that this farm is operated by a managing-share tenant[5] said tenant shall sign this contract with the landlord or his legally authorized agent, which agent must attach to the original of this contract his authority to act, and each installment of the rental payment due under this contract in 1935 shall be divided as follows, to: * * *
-1934 and 1935 Cotton Contract, Sec. 12.

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[1]This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

[5]A managing-Share tenant is a share tenant who furnishes the work-stock, equipment, and labor used in the production of cotton and who manages the operation of this farm.

4. Sugar Beet and Sugarcane Adjustment Plan

c. Philippine Sugarcane Production Adjustment Contract

(1) Administrative Rulings Pertinent

Joint compliance by not more than three planters, each under Philippine Sugarcane Production Adjustment Contract on land owned or controlled by them.
-Sugar Adm. Ruling No. 1, (March 2, 1935)

d. Puerto Rico Sugarcane Production Adjustment Contract

Representation of title to sugar cane. The producer represents that he has absolute right to sell or otherwise dispose of all the sugar cane grown on this farm during the period as to which he has certified that he has absolute legal control of said farm, except that the producer represents that the "Statement of Consent" hereinbelow set forth has been executed by all other persons and entities having a proprietary interest in said sugar cane.
-Puerto Rico Sugarcane Contract, Sec. 18.

Representation of Control. The producer represents that he has absolute right to control the use of this farm during the period of the contract except that if he does not have the right to control the use of this farm for the 1936 crop year he shall secure from any person or persons having such control an execution of the agreement hereinbelow set forth entitled "Agreement for 1936 Crop".
-Sec. 25

The undersigned, in consideration of and in order to induce the execution of this contract by the Secretary of Agriculture, hereby grant(s) to the producer permission to enter into and execute this contract and agree(s) that the Secretary or his authorized agent may deal with the producer as if he were the sole party having interest in the sugar cane grown on this farm during the period referred to in Section 25.

Witness: Interest Party(ies)

_____ _____

_____ _____

_____ _____

*Puerto Rico Sugarcane Contract, Sec. 26

The undersigned, in consideration of and in order to induce the execution of this contract by the Secretary of Agriculture, agrees to waive any provisions in any existing contract with the producer respecting the milling of, and/or the financing of the production of, sugar cane which conflict with the terms of this contract.

_____

_____ _____

Witness

Puerto Rico Sugarcane Contract, Sec. 26

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

The undersigned plantation-producer represents and agrees that he has at present the legal right to control all the land comprising his plantation, and the production of sugarcane on such land, and that for the entire effective period of this contract he has or will acquire such rights to the extent required to assure compliance with all his obligations and undertakings under this contract.

Sec. 11.

See: Supp. to Hawaiian Plantation Producers Sugarcane Adj. Contract, (Acceptance Agreement of Adherent Planter) (Form No. 501 Sugar)

f. Florida Sugarcane Production Adjustment Contract

The producer represents that he has absolute right to control the use of this farm during the period of this contract except that if he does not have the right to control the use of this farm for the 1936-37 crop, he shall secure from any person or persons having such control an execution of the agreement hereinbelow set forth entitled "Agreement for 1936-37 Crop."

Sec. 22.

f. Florida Sugarcane Production Adjustment Contract

The undersigned having the right to control the use of this farm for the 1936-37 crop hereby agrees that he or they or his or their assigns or lessees will undertake the performance of the contract hereinbefore set forth during such period.
-Sec. 24.

5. Tobacco Adjustment Plan

c. 1935 Tobacco Contracts

The producer, ...
(Type or print name above-same as signature)

post-office address.....
(R.F.D.) (Box No.) (Post office) (State)

represents that he is operating in 1935 the land covered by this contract, consisting of.....acres, of which..... ..... acres are cultivated, which farm is known as the..... ..... farm, and is located.....
(Name of farm)

..... from .....
(Miles and direction) (Town)

on .....Road in .....Township or District of .....County, State of ....

IN WITNESS WHEREOF I have executed this contract.

Witness ..... Producer .....
(Producer's signature should be the same as name above)

....., 1935.

-Sec. 13

Special Base Tobacco Contract Form T-173 Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y. - Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Each of the undersigned (and if more than one person signs this instrument, each and all of the undersigned jointly and severally) hereinafter referred to in the singular as "the producer", whether one or more persons; being party to the Wheat Allotment Contract bearing the serial number inserted on the reverse side of this form (hereinafter referred to as "the wheat allotment contract"), for himself, his heirs, executors, administrators, successors, and assigns, enters into this Supplementary Wheat Contract (hereinafter sometimes referred to as "this contract") with the Secretary of Agriculture, modifying and supplementing the terms and conditions of the Wheat Allotment Contract, according to the terms, conditions, and representations herein set forth.

1935 Supplementary Wheat Contract, Form W-59

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

The undersigned producer (and each and all of them if more than one signs this instrument) hereby offer(s) to enter into a contract with the Secretary of Agriculture (hereinafter referred to as the "Secretary") upon the terms and conditions hereinafter set forth.
-Sec. 1

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

W. SIGNING OF CONTRACTS IN A REPRESENTATIVE CAPACITY [1]

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

(1) Administrative Rulings Pertinent

In the event a corn-hog reduction contract is to be executed on behalf of a corporation, it should be signed by an authorized officer or representative who should state his title, furnish evidence of his authority, and affix the corporate seal (if any) to the contract; or, by a representative who has been authorized to execute such contract by an instrument under seal filed with the Comptroller of the Agricultural Adjustment Administration at Washington, D. C., which authorization shall be considered a part of the contract.

A corn-hog reduction contract signed by an executor, administrator, receiver, or guardian of a minor or incompetent, or other fiduciary should be accompanied by a certified copy of a court order authorizing the signing of such contract.

When a corn-hog reduction contract is signed by a manager or agent for the owner or producer, the original or certified copy of the "Power of Attorney" granting authority to the manager or agent should be attached to the contract.

If a producer or landlord is a governmental body or agency, there shall be attached to the contract a certified copy of a resolution of the board or other authority authorized by statute to lease and contract in regard to the land and personal property covered by the contract, authorizing the execution of such corn-hog reduction contract by the person executing the contract on its behalf.

-Corn-Hog Admr. Ruling No. 22 (Dec. 28, 1933)

b. 1935 Corn-Hog Contract

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract.

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[1] See: Signers of Contracts
: Persons Eligible to Offer to Contract and Form of Offer

(1) Regulations Pertinent

In case a farm is operated by a corporation, minor, or incompetent, the offer to enter into cotton option-benefit or benefit contracts must be signed by an officer, guardian, committee, or other representative authorized to sign such offer.

If any lienholder is a corporation, minor, or incompetent, the consent agreement must be signed by an officer, guardian, committee, or other representative authorized to sign such agreement.

-Cotton Regulations, Series 1, Secs. 207, 208 (July, 1933)

b. 1934 and 1935 Cotton Acreage Reduction Contract

(1) Administrative Rulings Pertinent

In the event a 1934 and 1935 cotton acreage reduction contract is to be executed on behalf of a corporation, it should be signed by an authorized officer or representative who should state his title, furnish evidence of his authority, and affix the corporate seal (if any) to the contract; or, by a representative who has been authorized to execute such contract by an instrument under seal filed with the Comptroller of the Agricultural Adjustment Administration at Washington, D. C., which authorization shall be considered a part of the contract.

A 1934 and 1935 cotton acreage reduction contract signed by an executor, administrator, receiver, or guardian of a minor or incompetent, or other fiduciary should be accompanied by a certified copy of a Court Order authorizing the signing of such contract.

When a 1934 and 1935 cotton acreage reduction contract is signed by a manager or agent for the owner or producer, the original or a certified copy of the "Power of Attorney" granting authority to the manager or agent should be attached to the contract.

-Admr. Ruling No. 8 (Dec. 1933)

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

b. 1934 Tobacco Contracts

(1) Administrative Rulings Pertinent

The provisions of Tobacco Administrative Ruling No. 10 are identical with those of Corn-Hog Administrative Ruling No. 22 (set forth above) except that the term "Tobacco Production Adjustment Contract" appears in the former in place of the term "Corn-Hog Contract" in the latter.

-See Admr. Ruling No. 10 (Feb. 1934) applicable to the following Tobacco Production Adjustment Contracts:

-Burley Type 31
-Dark Air-cured Types, 35, 36, and 37
-Fire-cured Types 11,12,13, and 14
-Flue-cured Types 11,12,13, and 14

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

(1) Administrative Rulings Pertinent

A Wheat Allotment Contract signed by an administrator of an estate must be accompanied by a certified copy of a court order covering the signing of such contract.

-Wheat Admr. Ruling No. 22

W. SIGNING OF CONTRACTS IN A REPRESENTATIVE CAPACITY

3. Peanut Adjustment Plan

a. Power of Attorney to Sign and Execute Producer's Agreement in Connection with Contract

See PN 11, Nov. 19, 1934.

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Signing of Application, Declaration, Contracts and Other Documents by a person in a Representative Capacity.

See: Southern Rice Admin. Ruling No. V, April 18, 1935

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Signing of Application, Declaration, Contracts and Other Documents by a person in a Representative Capacity.

Calif. Rice Admin. Ruling No. IV, April 18, 1935.

X. MISCELLANEOUS [1]

(A) Right of Secretary or Agent to Enter Land to Specifically Enforce the Contract

(B) Use of Marketing Cards

(C) Disposal of Surplus Production

(D) Promise to Continue Operation of Farm

(E) Child Labor

(F) Fixing of Minimum Wages

(G) Adjudication of Disputes

(A) RIGHT OF SECRETARY OR AGENT TO ENTER LAND TO SPECIFICALLY ENFORCE THE CONTRACT

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

(1) Administrative Ruling Pertinent

> Without prejudice to or limitation of any other right or remedy of the Secretary, if contracted acres are used contrary to the terms of a corn-hog reduction contract, the Secretary may, through any agency designated by him, take such actic as he may see fit to control the use of such acres, the cultivation thereof, and the disposition of crops thereon, in order to effectuate the purpose and intent of the contract. Any expense incurred under the terms of this ruling in the cultivation or disposition of crops on the contracted acres shall be deducted from any sums which may be due or become due to the producer under the terms of the contract.
>
> -Corn-Hog Admr. Ruling No. 20, as amended by Ruling No.40

b. 1935 Corn-Hog Contract

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

The Secretary shall have the right, through any person designated under his authority, of ingress and egress to and from the land embraced in this offer, and may at his discretion take such action as he may see fit to take out of cotton production the acreage covered by this offer by any means at his disposal, I hereby agreeing that no person, acting upon the authority of the Secretary of Agriculture, shall be liable in any way for any damage which may result from any reasonable action taken by such person to take out of cotton production any of the acreage covered by this offer in the event I fail to perform the requirements of any regulation with reference thereto after this offer shall have been accepted even though I may thereafter refuse to accept any benefit hereby provided for.

-Offer to Enter into Cotton Benefit Contract, Sec. 10

(1) Regulations Pertinent

-See: Cotton Regulations, Series 1, Supplement 1

b. 1934 and 1935 Cotton Acreage Reduction Contract

(1) Administrative Rulings Pertinent

Without prejudice to or limitation of any other right or remedy of the Secretary, if rented acres are used contrary to the terms of the 1934 and 1935 cotton acreage reduction contract or of these rulings, the Secretary may, through any agency designated by him, take such action as he may see fit to control the use of such acres, the cultivation thereof, and the disposition of crops thereon, in order to effectuate the purpose and intent of the contract. Any expense incurred under the terms of this ruling in the cultivation or disposition of crops on the rented acres shall be deducted from any sums which may be due or become due to the producer under the terms of the contract.

-Cotton Admr. Ruling No. 12 (Dec. 1933)

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan

5. Tobacco Adjustment Plan

6. Wheat Adjustment Plan

(B) USE OF MARKETING CARDS

1. Corn-Hog Adjustment Plan

2. Cotton Adjustment Plan

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

The producer shall submit such data relating to sales and deliveries of beets as the Secretary may require on cards to be known as "marketing cards" to be provided by the Secretary. The producer shall certify to the truth of the information stated on such cards and shall deliver them to his Sugar Beet Production Control Association within the time and in the manner provided thereon.

-Sugar Beet Contract, Sec. 7

b. Sugarcane Production Adjustment Contract (Louisiana)

The producer shall submit such data relating to sales and deliveries of sugarcane as the Secretary may require on cards to be known as "Marketing Cards" to be provided by the Secretary. The producer shall certify to the truth of the information stat on such cards, and shall deliver them to his Parish Sugarcane Production Control Association within the time and in the manner provided thereon.

-Louisiana Sugarcane Contract, Sec. 7

c. Philippine Sugarcane Production Adjustment Contract

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

b. 1934 Tobacco Contracts

The producer shall keep tobacco marketing cards, provided by the Secretary, showing the sales of tobacco grown on this farm in 1933, and in 1934, giving the date, the quantity of tobacco sold, and the net value thereof. When the tobacco produced on this farm has been sold or otherwise disposed of in each such year, the producer shall sign the tobacco marketing card for such year and acknowledge the same before a notary public, as provided for therein. When so acknowledged, such tobacco marketing card shall be delivered by the producer to his Production Control Association.

-Burley Type 31 Contract, Sec. 7

-Dark Air-cured Type 35, 36, 37 Contract, Sec. 7

-Fire-cured Types 21,22,23,24 Contract, Sec. 7
-Flue-cured Types 11,12,13,14 Contract, Sec. 8
-Maryland Type 32 Contract, Sec. 6(b)
-Puerto Rican Type 46 Contract, Sec. 18

6. Wheat Adjustment Plan

(C) DISPOSAL OF SURPLUS

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

* * * If the number of hogs for 1934 litters marketed before, and held for future marketing on January 1, 1935, is in excess of the number to which the producer has agreed to reduce, there may be deducted from such payment $20.00 per head on each or any of the hogs in excess of such number. In lieu of such deduction or any part thereof the Secretary may require a corresponding part of such excess to be disposed of as he may direct.
-Corn-Hog Contract, Sec. 10(B)

b. 1935 Corn-Hog Contract

* * * if the acres planted to corn in 1935 exceed the number permitted under this contract the Secretary may for each excess acre direct the disposition at the expense of the signers hereof, of an amount of corn equal to the adjusted estimated yield of corn per acre.
-Corn-Hog Contract, Sec. 9(A)

* * * if the number of hogs produced for market from 1935 litters exceeds the maximum number permitted under this contract, there may be deducted from such payment $20.00 per head for each or any of the hogs in excess of such number or the Secretary may require such excess, or all or any of that part of the excess number for which no deduction is made to be disposed of as he may direct.
-Corn-Hog Contract, Sec. 9(B)

2. Cotton Adjustment Plan

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

b. Sugarcane Production Adjustment Contract (Louisiana)
-See: Louisiana Sugarcane Contract, Sec. 6

c. Philippine Sugarcane Production Adjustment Contract

Agreement of planter as to disposal of surplus
-See: Philippine Sugarcane Contract, Sec. 12

Time of disposal
-See: Philippine Sugarcane Contract, Sec. 13

Prohibition of excess cultivation
-See: Philippine Sugarcane Contract, Sec. 14

Sale of excess cane prohibited
See: Philippine Sugarcane Contract, Sec. 15

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

b. 1934 Tobacco Contracts

Disposition of tobacco produced in excess of production allotment under Burley, Fire-cured and Dark Air-cured Contracts.
-See: Admr. Ruling No. 36 (Nov. 1934)

6. Wheat Adjustment Plan

SUPPLEMENT

X. MISCELLANEOUS

(C) Disposal of Surplus Production

3. Peanut Adjustment Plan [1]

4. Sugar Beet and Sugarcane Adjustment Plan

c. Philippine Sugarcane Production Adj. Contract

(1) Administrative Rulings Pertinent

Sale of excess sugarcane for chewing purposes in Philippine Islands.
-Sugar Adm. Ruling No. 3 (March 2, 1935).

Processing sugarcane into molasses.
-Adm. Ruling No. 4, Philippine Sugarcane Production Adj. Contract

5. Tobacco Adjustment Plan

b. 1934 Tobacco Contracts

(1) Administrative Rulings Pertinent

Sale "lug Grades, Virginia fire-cured Tobacco, in Excess of Amount permitted under Administrative Ruling No. 36.

See: Amendment No. 1 to Administrative Ruling No. 36, Form T-77, Supp. 23, (Mar. 26, 1935).

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[1] See: Oil Millers' Agreement and Application for Peanut Diversion Payments for the purchase of farmers' stock of peanuts and diversion thereof into the manufacture of peanut oil.
-Form P.N. 7 and 8. See also Form P.N. 17.

c. 1935 Tobacco Contracts

(b) In the event that the tobacco production in 1935 on this farm exceeds the production allotment, the producer shall dispose of the excess as the Secretary may direct. (Sec. 1)

Special Base Tobacco Contract Form T-173, Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

(D) PROMISE TO CONTINUE OPERATION OF FARM

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

The producer shall continue to operate this farm throughout 1934, except as exempted by administrative ruling.
-Corn-Hog Contract, Sec. 8

b. 1935 Corn-Hog Contract

The producer agrees to operate the farming unit throughout 1935 and to permit entry by agents of Corn-Hog Control Association and of the Secretary to all land, owned, operated, or controlled by him.
-Corn-Hog Contract, Sec. 7

2. Cotton Adjustment Plan

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan [1]

5. Tobacco Adjustment Plan

6. Wheat Adjustment Plan

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[1] See: Statements of Consent

SUPPLEMENT

X. MISCELLANEOUS

(D) Promise to Continue Operation of Farm

1. Corn-Hog Adjustment Plan

b. 1935 Corn-Hog Contract
(1) Administrative rulings pertinent

Termination of lease in 1935.
-See Corn-Hog Adm. Ruling No. 142 (April 22, 1935)

(E) CHILD LABOR

1. Corn-Hog Adjustment Plan

2. Cotton Adjustment Plan

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

The producer hereby agrees not to employ nor to suffer nor permit the employment by any other person, directly or indirectly, in the production, cultivation, and/or harvesting of sugar beets on this farm, any child under the age of 14 years, except a member of his own immediate family, whether for gain to such child or any other person; and he agrees not to so employ or permit such employment of a child between the ages of fourteen and sixteen years, inclusive, except a member of his immediate family, for a longer period than eight hours each day.

-Sugar Beet Contract, Sec. 10(a)

b. Sugarcane Production Adjustment Contract (Louisiana)

Section 10(a) of Louisiana Sugarcane Contract is substantially identical with Section 10(a) of the Sugar Beet Contract.

c. Philippine Sugarcane Production Adjustment Contract

5. Tobacco Adjustment Plan

6. Wheat Adjustment Plan

SUPPLEMENT

X. MISCELLANEOUS

(E) Child Labor

4. Sugar Beet and Sugracane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

Labor Conditions. To effectuate the policy of section 8 (a) of the Act, as amended, the producer agrees that he, and hereby guarantees that his "affiliates" and "subsidiaries", will abide by the following provisions and by all the determinations made thereunder.

(a) Child Labor. The producer and each of the affiliates and subsidiaries will not employ nor suffer nor permit any other person, directly or indirectly, to employ in the production, cultivation and/or harvesting of sugar cane on this farm and/or processing of sugar cane grown in Puerto Rico, any child under the age of 14 years (or, in the case of processing, under the age of 16 years) except a member of his own immediate family, whether for gain to such child or any other person, and will not so employ or permit such employment of a child between the ages of fourteen and sixteen years, inclusive, except a member of his immediate family, for a longer period than eight hours, each day.
-Puerto Rico Sugar Cane Contract, Sec. 15, Subsec. (a).

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

To effectuate the policy of section 8a(3) of the act, as amended, the plantation-producer agrees as follows, and guarantees that any person or firm controlled by him will perform such covenants of this section and abide by such determinations made under this section as are applicable to them.

That he, and any party whose performance he guarantees, will not employ, nor suffer nor permit the employment of, by any other party, directly, or indirectly, in the production, cultivation, harvesting, and/or processing of sugarcane, on any plantation controlled by him or any party whose performance he guarantees, any child under the age of 14 years; and will not so employ nor permit such employment of a

child between the ages of 14 and 16 years, inclusive, over a longer period than 8 hours each day. The above shall not apply to students enrolled in the vocational and agricultural classes in the public schools where the directed and supervised practice work on sugarcane plantations is done with and under the direction of vocational agricultural teachers employed by the Department of Public Instruction of the Territory of Hawaii.

That he, and any party whose performance he guarantees, will not employ, nor suffer, nor permit the employment of any child under the age of sixteen years in the milling, processing, refining, or marketing of sugarcane or sugar when or where any such operation is controlled by him or by the parties whose performance he guarantees.
- Hawaiian Sugar Contract, Sec. 19 A.

See: Supp. to Hawaiian Plantation Producers Sugarcane Adj. Contract, (Acceptance Agreement of Adherent Planter) (Form No.501 Sugar)

f. Florida Sugarcane Production Adjustment Contract

To effectuate the policy of section 8a (3) of the act, as amended, the producer agrees as follows and guarantees that his subsidiaries and affiliates, respectively, or any person controlled by or controlling such subsidiaries and affiliates, by stock ownership or in any other manner, will perform such covenants of this section and abide by such determinations made under this section as are applicable to them;

That he, and any person whose performance he guarantees, will not employ, nor suffer, nor permit the employment of, by any other person, directly, or indirectly, in the production, cultivation, and/or harvesting of sugarcane on this farm or any other farm controlled by him or any other person whose performance he guarantees, any child under the age of 14 years; and will not so employ or permit such employment of a child between the ages of 14 and 16 years, inclusive, of a longer period than 8 hours each day.

That he, and any person whose performance he guarantees, will not employ, nor suffer, nor permit the employment of any child under the age of 16 years in the milling, processing, or marketing of sugarcane or sugar when or where any such operation

is controlled by him or any person whose performance he guarantees.
-Sec. 7(a)

(F) FIXING OF AND PAYMENT OF WAGES

1. Corn-Hog Adjustment Plan

2. Cotton Adjustment Plan

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

The Secretary shall have the authority (1) after due notice and opportunity for public hearing at a place accessible to producers and workers involved and (2) on the basis of a fair and equitable division among processors, producers, and workers of the proceeds derived from the growing and marketing of sugar beets, and the products thereof, to establish minimum wages for this factory district to be paid by producers to workers and, where necessary, the time and method of payment in connection with the production, cultivation, and/or harvesting of the 1935 and/or the 1936 crops of beets. The producer agrees to abide by the determination of the Secretary when such minimum wages and the time and method of payment have been established.

To insure a fair and equitable division among processors, producers, and workers of the proceeds derived from the growing and marketing of the 1934 crop, the producer hereby agrees to pay promptly or cause to be paid promptly, to the workers who work or have worked on this farm, all bona fide claims for wages for said workers, arising in connection with the production, cultivation, and/or harvesting of the 1934 crop, and to provide to the Secretary prior to the time of payment of the final 1934 crop payment under this contract, a certificate to the effect that such claims have been paid. The Secretary shall have the right, in his discretion, to refuse to make the final 1934 crop payment due under this contract, to the producer, unless the producer shall submit additional evidence satisfactory to the Secretary that all of such wages have been paid.
-Sugar Beet Contract, Sec. 10 (b)

b. Sugarcane Production Adjustment Contract (Louisiana)

Section 10(b) of the Louisiana Sugarcane Contract is substantially identical with Section 10(b) of the Sugar Beet Contract.

c. Philippine Production Adjustment Contract

The undersigned planter agrees to pay or cause to be paid promptly all bona fide claims for wages of workers (whether payable in cash or shares) employed in connection with the cultivation, production and/or

disposition of sugarcane of the planter's land during the calendar years 1934 and 1935, and to provide evidence satisfactory to the Secretary that such claims have been paid. The planter shall be considered to have complied with this provision, if, at the time any installment of the benefit payment under this contract is to be paid to him, he submits evidence satisfactory to the Secretary that none of such wages for services performed prior to the then current calendar month remains unpaid. However, if, before the payment of any installment of the benefit payment an affidavit is filed with the Secretary by any such worker, whether this compensation is payable in cash or shares, alleging that his claim for wages has not been paid, such installment shall not be paid until such claim is adjusted as follows:

5. Tobacco Adjustment Plan

6. Wheat Adjustment Plan

SUPPLEMENT

X. MISCELLANEOUS

(f) Fixing of Minimum Wages [1]

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

Labor Conditions. To effectuate the policy of section 8 (a) of the Act, as amended, the producer agrees that he, and hereby guarantees that his "affiliates" and "subsidiaries", will abide by the following provisions and by all the determinations made thereunder.

(b) Fixing of minimum wages. The Secretary shall have the authority (1) after due notice and opportunity for public hearing at a place accessible to producers, processors and workers involved and (2) on the basis of a fair and equitable division among processors, producers and workers of the proceeds derived from the growing, marketing and processing of sugar cane, and the products thereof, to establish minimum wages for any mill district to be paid by producers and processors to workers and, where necessary, the time and method of payment in connection with the production, cultivation, and/or harvesting and/or processing of the 1935 and 1936 crops of sugar cane. The producer and each of his affiliates and subsidiaries will abide by the determination of the Secretary when such minimum wages and the time and method of payment have been established.

To insure a fair and equitable division among processors, producers, and workers of the proceeds derived from the growing, marketing and processing of the 1934-35, 1935-36 crops, the producer and each of his affiliates and subsidiaries will pay promptly, or cause to be paid promptly, to the workers who work or have worked on this farm and/or in his or their mill or mills all bona fide claims for wages for said workers, arising in connection with the production, cultivation, and/or harvesting and/or processing of the 1934-35, and 1935-36 crops, and to provide the Secretary prior to the time of payment of the final 1935-36 crop payment due under this contract, a certificate to the effect that such claims have been paid. The Secretary shall have the right, in his discretion, to refuse to make crop payments due under this contract, to the producer unless the producers and his affiliates and subsidiaries will submit additional evidence satisfactory to the Secretary that all such wages have been paid.

-Puerto Rico Sugar Cane Contract, Sec. 15, Subsec. (b).

c. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

To effectuate the policy of section 8a(3) of the act, as amended, the plantation-producer agrees as follows, and guarantees that any person or firm controlled by him will perform such covenants of this section and abide by such determinations made under this section as are applicable to them:

That the Secretary shall have the authority after due notice and the opportunity for public hearing at a place accessible to the plantation-producer, planters, processors and workers involved, and on the basis of a fair and equitable division among such such parties of the proceeds derived from the growing and marketing of sugarcane and the products thereof, to establish, in connection with the production, cultivation, harvesting and/or processing and/or marketing of sugar, where or when any such operation is controlled by him or any party whose performance he guarantees: (I) a minimum wage to be paid to workers by such plantation-producer, or by any party whose performance he guarantees, (II) the number of working hours, and (III) where necessary, the time and method of payment of wages, during the effective period of this contract.

-Hawaiian Sugar Contract, Sec. 19B.

See: Supp. to Hawaiian Plantation Producers Sugarcane Adj. Contract, (Acceptance Agreement of Adherent Planter) (Form No. 501 Sugar)

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1. See also Adjudication of Disputes Hawaiian Sugar Contract, Sec. 19 B.

f. Florida Sugarcane Production Adjustment Contract

To effectuate the policy of section 8a (3) of the act, as amended, the producer agrees as follows and guarantees that his subsidiaries and affiliates, respectively, or any person controlled by or controlling such subsidiaries and affiliates, by stock ownership or in any other manner, will perform such covenants of this section and abide by such determinations made under this section as are applicable to them;

That the Secretary shall have the authority (a) after due notice and opportunity for public hearing, at a place accessible to the processors, producers, and workers involved, and (b) on the basis of a fair and equitable division among processors, producers, and workers of the proceeds derived from the growing and marketing of sugarcane and products thereof, to establish, in connection with the production, cultivation, harvesting, and/or processing and/or marketing of sugarcane and the products thereof, where or when any such operation is controlled by him or any person whose performance he guarantees, (1) minimum wages for Florida to be paid to workers by such producer or by any person whose performance he guarantees, (2) number of working hours, and (3) where necessary, the time and method of payment of wages, during the effective period of this contract. The producer and any person whose performance he guarantees shall abide by any such determinations of the Secretary.

-Sec. 7(b)

(G) ADJUDICATION OF DISPUTES

1. Corn-Hog Adjustment Plan

2. Cotton Adjustment Plan

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

The producer hereby agrees that he will abide by the decision of the Secretary with respect to any labor dispute involving the producer, in connection with the production, cultivation, and/or harvesting of sugar beets of the producer, when any such dispute has been presented to the Secretary by the producer or any other person and the Secretary has determined to adjudicate such dispute.
-Sugar Beet Contract, Sec. 10(c)

b. Sugarcane Production Adjustment Contract (Louisiana)

Section 10(c) of the Louisiana Sugarcane Contract is essentially identical with Section 10(c) of the Sugar Beet Contract.

c. Philippine Sugarcane Production Adjustment Contract

* * * The planter agrees to submit any such dispute regarding wages to the Secretary and to accept the decision of the Secretary as final, insofar as the planter's rights under this contract are concerned. When the planter has complied with the determination of the Secretary, respecting the settlement of such wage dispute, a certificate to that effect signed by the Secretary will be furnished the Comptroller of the Agricultural Adjustment Administration or his representative, and the planter shall be entitled to payment of the installment due under this contract which has been withheld pending the settlement of such dispute.
-Philippine Sugarcane Production Adjustment Contract, Sec. 20

5. Tobacco Adjustment Plan

6. Wheat Adjustment Plan

SUPPLEMENT

X. MISCELLANEOUS

(G) Adjudication of Disputes

2. Cotton Adjustment Plan

a. 1933 Cotton Option Benefit or Benefit Contracts

b. 1934 and 1935 Cotton Acreage Reduction Contract

(1) Administrative Rulings Pertinent

Appeals re 1934 and 1935 Cotton Acreage Reduction Contracts re estimated average acreage or production, base acreage or base production, county and farm allotments and issuance of tax exemption certificates.
-See: Cotton Adm. Ruling 31 (April 12, 1935)
(Cotton 106 - Amendment No. 1)
(B. A. 219 - " No. 2)

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

Purchase Contracts. The producer agrees that he, and each of his affiliates or subsidiaries, respectively, will enter into contracts providing fair prices to be determined by the Secretary for all sugar cane bought or sold, and for the adjudication by the Secretary or his duly authorized agent of any disputes arising with respect to any of the terms of the purchase or sale of sugar cane.
-Puerto Rico Sugarcane Contract, Sec. 7.

Labor Conditions. To effectuate the policy of section 8 (a) of the Act, as amended, the producer agrees that he, and hereby guarantees that his "affiliates" and "subsidiaries" will abide by the following provisions and by all the determinations made thereunder.

Adjudication of labor disputes. The producer and each of his affiliates and subsidiaries will abide by the decision of the Secretary with respect to any labor dispute involving the producer and/or such affiliates and subsidiaries, in connection with the production, cultivation, and/or harvesting of sugar cane of this

farm and/or the processing of sugar cane grown in Puerto Rico, when any such dispute has been presented to the Secretary by the producer or any other person and the Secretary has determined to adjudicate such dispute in connection with the 1934-35 and the 1935-36 crops of sugar cane.

- Puerto Rico Sugar Cane Contract, Sec.15, Subsec.(c)

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

Any dispute arising with respect to such reduction (reduction by and compensation to be paid adherent planters) will be submitted to the Secretary for determination under the general adjudication clause, infra.

- Sec. 13.

The term "Secretary" wherever used in this contract shall be deemed to include the Secretary, or the Acting Secretary of Agriculture. The Secretary may, by designation in writing, name any person or persons, including any officer or employee of the Government, or bureaus, divisions, or agencies of the Department of Agriculture to act as his agents or agencies in connection with any of the provisions of this contract, including such provisions which may require the exercise of discretion on the part of the Secretary, or providing for determinations and adjudications by the Secretary, and he may authorize any such agent or agency to designate or appoint any person or persons, including officers or employees of the Government to exercise or perform any or all of the powers and functions delegated to them as may be deemed necessary or advisable to accomplish the proper execution or performance of such powers and functions.

-Sec. 31.

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

To effectuate the policy of section 8a (3) of the act, as amended, the plantation-producer agrees as follows, and guarantees that any person or firm controlled by him will perform such covenants of this section and abide by such determinations made under this section as are applicable to them.

That he, and any party whose performance he guarantees, will abide by the decision of the Secretary with respect to any labor dispute in connection with the production, cultivation, harvesting and/or processing and/or marketing of sugarcane where and when any such operation involves or is controlled by him or any party whose performance he guarantees and when such dispute has been presented to the Secretary by the plantation-producer or any employee or group of employees who shall agree to abide by the Secretary's adjudication, and the Secretary has determined to adjudicate such dispute.
- Sec. 19-C.

That the Secretary, upon the request of the plantation-producer or any grower, or worker, or of any association of producers, or growers or workers, or of any processor of sugarcane, is hereby authorized to adjudicate any disputes involving any of such parties as to any of the terms under which sugarcane is grown or is to be grown and/or marketed. The decision and any determination of the Secretary shall be final.
- Hawaiian Sugarcane Contract, Sec. 19-D.

The plantation-producer agrees that any dispute arising between him and any of his adherent planters because of any provision of this contract and its operation and effect on the plantation-producer and adherent planter, or with respect to any payment to be made by him to an adherent planter, which cannot be settled between the parties, will be submitted by the parties to the Secretary for adjudication and such parties shall be bound by such adjudication. The plantation-producer further agrees to cooperate fully with the Secretary in such adjudication, to make a complete disclosure of all

the facts, and that the decision of the Secretary in such dispute shall be final and binding and will be complied with in every respect.
- Sec. 29.

See: Supp. to Hawaiian Plantation Producers Sugarcane Adj. Contract, (Acceptance Agreement of Adherent Planter) (Form No. 501 Sugar)

f. Florida Sugarcane Production Adjustment Contract.

To effectuate the policy of Section 8a(3) of the act, as amended, the producer agrees as follows and guarantees that his subsidiaries and affiliates, respectively, or any person controlled by or controlling such subsidiaries and affiliates, by stock ownership or in any other manner, will perform such covenants of this section and abide by such determinations made under this section as are applicable to them;
- Sec. 7(a)

That he or any person whose performance he guarantees will abide by the decision of the Secretary with respect to any labor dispute in connection with the production, cultivation, harvesting, and/or processing and/or marketing of sugarcane or sugar, where and when any such operation involves or is controlled by him or any person whose performance he guarantees and when such dispute has been presented to the Secretary by the producer or any other person and the Secretary has determined to adjudicate such dispute.

(d) Adjustment of Contract disputes.--That he and any person whose performance he guarantees will enter into contracts providing for fair prices to be determined by the Secretary for all sugarcane bought or sold by him, or by any person whose performance he guarantees, and for the adjudication by the Secretary or his duly authorized agent of any disputes arising with respect to any of the terms under which sugarcane is grown or is to be grown and/or marketed including the terms of sale and purchase of sugarcane by him or any person whose performance he guarantees.
-Sec. 7(c)

X. MISCELLANEOUS

(H) Duration of Contracts

4. Sugar Beet and Sugarcane Adjustment Plan

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

Crop year. - The term "crop year" as used herein shall mean the calendar year; provided, however, that with respect to the year 1937, the term "crop year" shall mean that part thereof ending May 9.

Part I, Sec. 4.

The term "effective period of this contract" as used herein shall mean the calendar years 1935 and 1936 and that part of the calendar year 1937 ending May 9, 1937, or until the provisions of the Agricultural Adjustment Act respecting sugar beets and sugarcane, or provisions for the imposition of a tax upon the processing of sugar, shall cease to apply or be in force or effect, if such event shall occur prior to May 9, 1937.

-Hawaiian Sugarcane Contract, Sec. 1.

f. Florida Sugarcane Production Adjustment Contract

Crop Year. - The term "crop year" wherever used in this contract, shall refer to the period of time, normally extending from November or December of one year into the month of April or the month of May of the succeeding year, during which sugarcane is harvested or cut for delivery to a sugarhouse.

- Sec. 1 (a).

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

"1934" means the period from Jan. 1, 1934 to Dec. 31, 1934

"1935" means the period from Jan. 1, 1935 to Dec. 31, 1935.

Southern Rice Admin. Ruling No. 1 (April 18, 1935)

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Same as above as to "1935", no 1934.

Calif. Rice Admin. Ruling No. 1 (April 18, 1935)

X. MISCELLANEOUS

(I) Amendments

4. Sugar Beet and Sugarcane Adjustment Plan

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

Amendments.-This contract and/or any of its provisions, including those for the benefit of third parties, may be altered, amended, added to, and/or terminated by the written agreement of the Secretary and the plantation-producer. - Sec. 32.

SUPPLEMENT

Y. DEFINITIONS

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugar Cane Production Adjustment Contract

The term "crop year" as used herein, shall mean the period August 1 of the first mentioned year, to July 31 of the second mentioned year. The crop years 1934-35 and 1935-36 are hereinafter sometimes referred to as the 1935 and 1936 crop years respectively.

The "contracted sugar cane of this farm for 1936" shall be the quantity of sugar cane growing on this farm for grinding in the 1936 crop year in excess of the quantity of sugar cane sufficient to fill the 1936 sugar production allotment for this farm.

The term "affiliate" as used herein means any person and/or any subsidiary thereof, who or which has, either directly or indirectly, actual or legal control of or over whom or which the producer or an affiliate of the producer has, or several producers collectively have, either directly or indirectly, actual or legal control, whether by stock ownership or in any other manner.

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

The term "effective period of this contract" as used herein shall mean the calendar years 1935 and 1936 and that part of the calendar year 1937 ending May 9, 1937, or until the provisions of the Agricultural Adjustment Act respecting sugar beets and sugarcane, or provisions for the imposition of a tax upon the processing of sugar, shall cease to apply or be in force or effect, if such event shall occur prior to May 9, 1937.

The term "adherent planter" as used herein shall mean any person, firm, corporation, or combination thereof, other than a "plantation-producer", who controls by ownership, lease, homestead rights, license, or otherwise, the use of sugarcane land in the Territory of Hawaii, upon which he grows sugarcane for his own account, and who is adherent to the undersigned plantation-producer in the sense that such plantation-producer purchases the adherent planter's sugarcane from him, and/or mills sugar from the sugarcane produced by him. Included within the term "adherent planter" is the so-called "plantation planter", a planter growing sugarcane on land directly controlled by the plantation-producer and under a contract with the plantation-producer, oral or written, with respect to the sugarcane so grown.

The term "plantation" as used herein shall mean all the land under the control of the plantation-producer by ownership, lease, license, right of occupancy and cultivation, or otherwise, which is suitable for the growing of sugarcane, and upon which the plantation-producer grows sugarcane during any of the crop years 1935, 1936, or 1937.

The term "crop year" as used herein shall mean the calendar year; provided, however, that with respect to the year 1937, the term "crop year" shall mean that part thereof ending May 9.

The term "ton" as used herein shall mean a short ton of 2,000 pounds.

The term "raw value" as used herein shall mean a standard unit of sugar testing 96 sugar degrees by the polariscope.

The term "total quota" as used herein shall mean the total of the "local sales quota" and "continental United States quota", each defined and fixed as follows: * * *

The term "marketing allotment" as used herein, shall mean and shall be, for each crop year of the effective period of this contract, that portion of the total quota allotted to the plantation-producer for each such crop year, determined by taking that percentage of the total quota for such crop year (as such total quota may be adjusted from time to time) which the base production of the undersigned plantation-producer bears to the total base production of the Territory of Hawaii.

The term "emergency reserve" as used herein shall mean that amount of sugar, in addition to the plantation-producer's marketing allotment, for the milling of which the plantation-producer may take sugarcane from his plantation and from his adherent planters during each crop year of the effective period of this contract, in order to maintain a reserve against increases in the local sales or continental United States quotas, and against acts of God, and other hazards.

The term "sugarcane requirements" as used herein shall mean the plantation-producer's estimate (subject to revision or adjustment by the Secretary) of the total amount of sugarcane which may be matured for harvest, and harvested, on his own plantation, and the sugarcane which the plantation-producer may take from his adherent planters, during each crop year of the effective period of this contract in order to produce, and which is required to fill, the plantation-producer's marketing allotment and emergency reserve for such crop year.

f. Florida Sugarcane Production Adjustment Contract

(a) Crop year -- The term "crop year" wherever used in this contract, shall refer to the period of time, normally extending from November or December of one year into the month of April or the month of May of the succeeding year, during which sugarcane is harvested or cut for delivery to a sugarhouse.

(b) The term "ton" wherever used in this contract shall mean 2,000 pounds.

5. Tobacco Adjustment Plan

a. 1935 Tobacco Contracts

The term "tobacco" wherever used in this contract shall mean tobacco of the type(s) indicated in the title of this contract, as defined in Service and Regulatory Announcement No. 118 of the Bureau of Agricultural Economics of the United States Department of Agriculture.

Special Base Tobacco Contract Form T-173 Feb. 1935
- Flue Cured Types 11, 12, 13 and 14
- Burley Type 31
- Fire Cured Types 21, 22, 23 and 24
- Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
- Pa. Type 41 and N.Y. - Penn. Type 53
- Miami Valley Types 42, 43 and 44
- New England Types 51 and 52
- Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

(1) Administrative Rulings Pertinent.

"Base Acreage" for 1936 as used in supplementary wheat contract.

See: Wheat Adm. Ruling No. 42, W-41.

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

(a) "Producer" means each person signing this instrument, whether owner, landlord, independent operator, tenant, well-operator, or canal-operator.
(b) "1935" means the period from January 1, 1935, to December 31, 1935.
(c) "Allotment" and "Quota" mean, respectively, the allotment of rice acreage and the quota of rice production assigned to each individual producer by the State Committee acting for and on behalf of the Secretary of Agriculture.
(d) "This farm" means the farm described in part III of this instrument.
(e) "The producer's line" means, with respect to each producer, that line of Schedule I herein which bears the same number and description of the producer's relationship to this farm that appears in connection with the producer's signature in part V of this instrument.
(f) "The Contract" means any 1935 Southern Rice Production Adjustment Contract offered by any undersigned producer.

1935 Southern Rice Declaration of Farm Acreage, Form Rice 30-A

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent.

Definitions of

Person, Tenant, Landlord, Producer, Well or Canal Operator
Farm
Producer
Participation in the production of rice
Farming Operation
Application
Declaration
Farm Serial Number
Schedule
Contract
"1935"
"1934"
State base period
State Allotment
Base period
Production history
Producer's Allotment
Acreage allocated
Producer's share of the rice acreage planted
Secretary
Rice Section
Official figures
Barrel
Bushel

See: Southern Rice Admin. Ruling No. 1
(April 18, 1935)

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent.

Same as above

See: California Rice Admin. Ruling No. 1
(April 18, 1935)

7. Rice Adjustment Plan

(a) 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Definition of "producer"

Amended

See Amendment No. 2 to Southern Rice Admin. Ruling #1, Form Rice 31, Supp. 2, (June, 1935).

Definition of "State Allotment" and "State Quota" amended

See Amendment to Southern Rice Admin. Ruling I (Form Rice-31, Supp. No. 1) (May 23, 1935)

(b) 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Definition of "State Allotment" and State Quota" amended

See Amendment to Calif. Rice Admin, Ruling No. I, Form Rice 47, Supp. 1 (May 23, 1935)

(a) 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Definitions of

"Production factor"
"Furnish"
"Non-cooperating producer"

See: Southern Rice Admin, Ruling No. VII, Form Rice-31, Supp. 2, June, 1935.

III. PERFORMANCE BY SECRETARY OF AGRICULTURE

A. Types of Payments Made by the Secretary

B. Amount and Time of Payments

C. Manner of Payment and Participation in Payments

D. Effect of a Change in Legal Status

E. Deductions for Production Control Association Expenses

F. Refunding of Payments upon Violation of Contract

A. TYPES OF PAYMENTS MADE BY THE SECRETARY

1. Corn-Hog Adjustment Plan

   a. 1934 Corn-Hog Reduction Contract

      Corn reduction payments
      Hog reduction payments
      -See: Corn-Hog Contract, Sec. 10

   b. 1935 Corn-Hog Contract

      Corn adjustment payments
      Hog adjustment payments
      -See: Corn-Hog Contract, Sec. 9

2. Cotton Adjustment Plan

   a. 1933 Cotton Option-Benefit or Benefit Contract

      Cash payments for acreage reduction
      Cash payments plus options
      -See: Offer to Enter into Cotton Contract, Sec. 11

   b. 1934 and 1935 Cotton Acreage Reduction Contract

      Rental payments on acres rented to Secretary
      Parity payments upon the farm allotment
      -See: Cotton Contract, Sec. 10
      : Proclamation Continuing in Effect for 1935 the 1934 and 1935 Cotton Acreage Reduction Contract

3. Peanut Adjustment Plan

   a. Peanut Production Adjustment Contract

      Benefit payments on allotted peanut acreage
      -See: Peanut Contract, Sec. 16

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

Refund payments
Crop payments
Crop deficiency payments
-See: Sugar Beet Contract, Secs. 16,17,18,19,22

b. Sugarcane Production Adjustment Contract (Louisiana)

Crop payments
Crop deficiency payments
-See: Louisiana Sugarcane Contract, Secs. 15,16,17,20

c. Philippine Sugarcane Production Adjustment Contract

Benefit payment
-See: Philippine Sugarcane Contract, Secs. 24, 25

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

Tobacco acreage reduction payments.
-See: Georgia-Florida Type 62 Contract (Form T 10), Sec. 9
: Miami Valley Types 42,43,44 Contract, Secs. 16, 21; "Notice of Exercise of Privilege" (T-87), Secs. 4, 5; Rider A, Secs. 5,6,7
: New England Types 51, 52 Contract, Secs. 16, 21; "Notice of Exercise of Privilege" (T-88), Secs. 4, 5; Rider A, Secs. 5,6,7
: Pennsylvania Type 41 and New York-Pennsylvania Type 53 Contract, Secs. 16, 21; "Notice of Exercise of Privilege" (T-86), Secs. 4, 5; Rider A, Secs. 5, 6, 7
: Wisconsin Types 54 and 55 Contract, Secs. 16, 21; "Notice of Exercise of Privilege" (T-89), Secs. 4, 5; Rider A, Secs. 5,6,7

b. 1934 Tobacco Contracts

Adjustment payments for acreage reduction and production reduction.
-See: Burley Type 31 Contract, Secs. 20,22; "Notice of Exercise of Privilege" (T-155), Sec. 3; Rider B (T-164)
: Dark Air-Cured Types 35, 36, 37 Contract, Secs. 20,22; "Notice of Exercise of Privilege" (T-157), Sec. 3; Rider B (T-164)

: Fire-Cured Types 21,22,23,24 Contract, Secs. 20,22; "Notice of Exercise of Privilege" (T-156), Sec. 3; Rider B (T-164)
: Flue-Cured Types 11,12,13,14 Contract, Secs. 19,21; "Notice of Exercise of Privilege" (-160), Sec. 3
: Georgia-Florida Type 62 Contract (T-78), Secs. 20,22
: Maryland Type 32 Contract, Sec. 17
: Puerto Rican Type 46 Contract, Secs. 19, 23

Rental payments
-See: Burley Type 31 Contract, Secs. 19,22; "Notice of Exercise of Privilege" (T-155), Sec. 2; Rider B (T-164)
: Dark Air-Cured Types 35,36,37 Contract, Secs. 1922; "Notice of Exercise of Privilege" (T-157), Sec. 2; Rider B (T-164)
: Fire-Cured Types 21,22,23,24 Contract, Secs. 19,22; "Notice of Exercise of Privilege" (T-156), Sec. 2; Rider B (T-164)
: Flue-Cured Types 11,12,13,14 Contract, Secs. 18,22; "Notice of Exercise of Privilege" (T-160), Sec. 2
: Maryland Type 32 Contract, Secs. 16, 19
: Puerto Rican Type 46 Contract, Secs. 20, 22

Deficiency Payments
-See: Burley Type 31 Contract, Sec. 20(d); "Notice of Exercise of Privilege" (T-155), Sec. 3
: Dark Air-Cured Types 35,36,37 Contract, Sec. 20(d); "Notice of Exercise of Privilege" (T-157), Sec. 3
: Fire-Cured Types 21,22,23,24 Contract, Sec. 20(d); "Notice of Exercise of Privilege" (T-157), Sec. 3
: Flue-Cured Types 11,12.13,14 Contract, Sec. 19(e); "Notice of Exercise of Privilege" (T-160), Sec. 3

Price-Equalizing Payments
-See: Flue-Cured Types 11,12,13,14 Contract, Sec. 20

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Adjustment payments for acreage reduction
-See: Wheat Allotment Contract, Secs. 17,18,19

SUPPLEMENT

A. TYPES OF PAYMENTS MADE BY THE SECRETARY

2. Cotton Adjustment Plan

b. 1934-1935 Cotton Acreage Reduction Contract

See: 1935 Supplementary Document relating to 1934 and 1935 Cotton Acreage Reduction Contract entered into in 1934. (Cotton 104, Feb. 9, 1935)
(Cotton 102, Feb. 13, 1935)

c. 1934 and 1935 Cotton Acreage Reduction Contract

Rental payments on acres rented to Secretary.
Parity payments upon the farm allotment.
-See Cotton Contract, Sec. 10.

3. Peanuts Adjustment Plan

a. Peanut Production Adjustment Contract

(1) Administrative Rulings Pertinent

Division of benefit payments with share-tenants and/or share-croppers who produce peanuts in 1935 on a farm under contract but who did not produce peanuts on such farm in 1934.
-See: Peanuts Adm. Ruling No. 4, March 21, 1935.
See also Form P.N. 15.

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

The Secretary shall:

In consideration of all of the representations and covenants herein by the producer, make a benefit payment to the producer in the amount and upon the terms and conditions herein specified. All payments hereunder are to be made only upon cane of the usual or standard grinding quality as determined by the Secretary.

Crop Payments.
-See secs. 19, 20, 21, 22.
-Puerto Rico Sugarcane Contract.

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[1] This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

e. Hawaiian Plantation-Producer's Sugarcane Production Adjustment Contract

Benefit Payments

-Hawaiian Sugarcane Contract, Secs. 25, 26, 27, 28.

f. Florida Sugarcane Production Adjustment Contract

Advance 1934-35 crop payment
Final 1934-35 crop payment
1934-35 crop deficiency payment
Advance 1935-36 payment
Final 1935-36 payment
1935-36 crop deficiency payments

See Secs. 13, 14 & 15.

5. Tobacco Adjustment Plan

b. 1934 Tobacco Contracts

1935 Payments

First Payments and Second Payments

See Notice of Exercise of Privilege of Secretary of Agriculture, with respect to 1935 prodcution of tobacco under the following contracts:

Georgia-Florida Type 62 (Form T-165, Dec. 1934)
Penn. Type 41 and New York-Penn. Type 53, Where Rider A (Form T-90) has been executed (Form T-177, March, 1935)
Penn. Type 41 and New York-Penn. Type 53, Where Rider A (Form T-90) has not been executed (Form T-178, March, 1935)
Miami Valley Types 42, 43 and 44, Where Rider A (Form T-91) has been executed (Form T-179, March, 1935)
Miami Valley Types 42, 43 and 44, Where Rider A (Form T-91) has not been executed (Form T-180, March, 1935)
New England Types 51 and 52, Where Rider A (Form T-92) has been executed (Form T-181, March, 1935)
New England Types 51 and 52, Where Rider A (Form T-92) has not been executed) (Form T-182)
Wisconsin Types 54 and 55, Where Rider A (Form T-93) has been executed (Form T-183, March, 1935)
Wisconsin Types 54 and 55, Where Rider A (Form T-93) has not been executed (Form T-184, March, 1935)

Adjustment Payments for acreage reduction and production reduction.

See Rider B to be attached to Burley Type 31,
Fire-cured Types 21, 22, 23 and 24, or
Dark Air-cured Types 35, 36 and 37,
Tobacco Production Adjustment Contract, for these
growers who did not sign in 1934. (Form T-164, Dec.,1934).

Deficiency payments

Same as above

c. 1935 Tobacco Contracts

Benefit Payments
-Sec. 11

Special Base Tobacco Contract Form T-173, Feb, 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type and N.Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Adjustment Payments
-Sec. 6. 1935 Supp. Wheat Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

Adjustment Payments

b. 1935 California Rice Production Adjustment Contract

Adjustment Payments

B. AMOUNT AND TIME OF PAYMENTS

1. Corn-Hog Adjustment Plan[1]

a. 1934 Corn-Hog Reduction Contract

Corn reduction payments

For each contracted acre, 30 cents per bushel of adjusted estimated yield of corn, to be paid as follows: The pro rata share of the administrative expenses of the Corn-Hog Control Association for the above-named county will be paid to the Association, and the remainder will be paid as indicated in part V hereof, in two installments; 15 cents per bushel as soon as practicable after this contract is accepted by the Secretary, and 15 cents per bushel, less pro rata share of expenses, on or after November 15, 1934.

-Corn-Hog Contract, Sec. 10

Hog reduction payments

Five dollars per head on 75 percent of the adjusted annual average number of hogs produced for market from 1932-33 litters, to be paid as follows: The pro rata share of the administrative expenses of the Corn-Hog Control Association for the above-named county will be paid to the Association, and the remainder will be paid as indicated in part V hereof, in three installments: $2.00 per head as soon as practicable after this contract is accepted by the Secretary, $1.00 per head on or about November 15, 1934, and $2.00 per head on or about February 1, 1935, less pro rata share of expenses to be deducted from one or more of these payments. * * *

-Corn-Hog Contract, Sec. 10

b. 1935 Corn-Hog Contract

Corn adjustment payments

For each acre to be retired from corn production pursuant to this contract (the number of such acres being stated in item 3 of section 14A), 35 cents per bushel on the adjusted estimated corn yield per acre for that part of the land covered by this contract which has been planted to corn at least once during the years 1930-34 inclusive (such yield is herein referred to as the "adjusted estimated corn yield per acre"), to be paid as follows: The pro rata share of the administrative expenses of the Corn-Hog Control Association of the county in which the farming unit is located will be paid to the association, and the remainder will be paid, as

[1] See: Disposal of Excess Production

indicated in part V hereof, in two installments: 15 cents per bushel as soon as practicable after acceptance of this contract by the Secretary, and 20 cents per bushel on or about January 1, 1936, less such pro rata share of administrative expenses. * * *

-Corn-Hog Contract, Sec. 9(A)

Hog adjustment payments

Fifteen dollars per head on 10 percent of the hog base, to be paid as follows: The pro rata share of the administrative expenses of such Corn-Hog Control Association will be paid to the association, and the remainder will be paid, as indicated in part V hereof, in two installments: $7.50 per head as soon as practicable after this contract is accepted by the Secretary, and $7.50 per head on or about January 1, 1936, less such pro rata share of administrative expenses. * * *

-Corn-Hog Contract, Sec. 9(B)

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

As a consideration moving to me for the taking out of production of this land, I elect to take--

(1) A cash payment of $____per acre, making a total of $____for the____acres embraced in this offer based upon estimated production of not less than____pounds of lint cotton per acre; or

(2) A cash payment of $____per acre, making a total of $____for the____acres embraced in this offer based upon the estimated production of not less than____pounds of lint cotton per acre, together with an option, a copy of which is at present on file in the office of the Secretary of Agriculture, and a copy of which the undersigned has received prior to executing this agreement (the terms and conditions of such option being therein set forth), to purchase from the Secretary of Agriculture at 6 cents per pound, basis middling 7/8-inch staple cotton as quoted on the New York Cotton Exchange, said option being for____bales of cotton, said number of bales representing the quantity of cotton which I estimate is taken out of production by virtue of this contract. (Strike out the form of compensation not elected by the grower)

Payment (and delivery of the option contract if compensation (2) is elected) is to be made as soon after the acceptance of this contract by the Secretary as I may furnish proof of compliance with the provisions of this contract. Such proof must be submitted on or before December 1, 1933.

-Offer to Enter Into Cotton Option Benefit or Benefit Contracts, Sec. 11

(1) Regulations Pertinent

Schedule of payments when compensation is made in cash only.
-See: Cotton Regulations, Series 1, Sec. 350.

Schedule of cash payments with option
-See: Cotton Regulations, Series 1, Sec. 351

b. 1934 and 1935 Cotton Acreage Reduction Contract

1934

The Secretary shall as consideration for the performance by the producer of the terms and conditions of this contract, make the following payments for the year 1934, after presentation of such proof of performance as may be required:

Rental payments on each of the acres rented to the Secretary for 1934 of three and one half cents (3 1/2¢) per pound on the average yield of lint cotton per acre for this farm in the years 1928-32, inclusive, with a maximum rental of eighteen dollars ($18.00) per acre shall be made to the producer (subject to the provisions of paragraph 13, if said paragraph is applicable) in two equal installments, the first of which shall be made between March 1 and April 30, 1934, approximately, and the second of which shall be made between August 1 and September 30, 1934, approximately.

Parity payment upon the farm allotment (which payment will not be less than one cent (1¢) per pound on said farm allotment) for this farm shall be made to the producer between December 1, 1934, and January 1, 1935, approximately.

-1934 and 1935 Cotton Contract, Sec. 10

1935

In the event the Secretary, in accordance with paragraph I hereof, prescribes any reduction in acreage to be planted to cotton on this farm in 1935, he shall make payments for the year 1935 similar to those described above (for 1934), after presentation of such proof of performance as may be required.

-1934 and 1935 Cotton Contract, Sec. 10

Rental payments on each of the acres rented under such contract to the Secretary of Agriculture for 1935 for three and one-half cents (3-1/2¢) per pound on the average yield of lint cotton per acre for the particular farm in the years 1928-32, inclusive, with a maximum rental of eighteen dollars

($18.00) per acre, shall under the terms of the contract be made to the producer in two equal installments, the first of which shall be made between March 1 and April 30, 1935, approximately, and the second of which shall be made between August 1 and September 1, 1935, approximately; and

Parity payment upon the farm allotment of not less than one and one-quarter cents (1-1/4¢) per pound shall under the terms of such contract be made to the producer (for distribution pursuant to the provisions of such contract) between December 1, 1935, and January 1, 1936, approximately.

-Proclamation Continuing In Effect For 1935 the 1934 and 1935 Cotton Acreage Reduction Contracts

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract.

The Secretary agrees that he will make a benefit payment measured by peanut production on this farm in 1934 at a rate not less than eight dollars ($8.00) per ton (4/10 cent per pound) on such production, provided, however, that the amount of such payment shall not be less than two dollars ($2.00) per acre of the allotted peanut acreage allowed to this farm. This benefit payment shall be made after the 1935 peanut acreage on this farm has been measured and after presentation to the Secretary, or his authorized agent, of such proof as the Secretary may require, that the producer has fully performed all the terms and conditions hereof on his part to be performed.

-Peanut Contract, Sec. 16

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

Refund payment.--There shall be paid a refund payment with respect to the 1933 crop to be made pursuant to section 8(1) of the Act because of the effect of the processing and/or the corresponding floor-stocks tax on sugar. This payment shall be made as soon as practicable after December 1, 1934, if satisfactory proof of the number of tons of sugar beets produced on and delivered from this farm in the crop year 1933, has been submitted to the Secretary. * * *

1934 crop payments.--For the 1934 crop there shall be made two payments to be known as "the advance 1934 payment" and "the final 1934 payment", respectively:

Advance 1934 payment.--There shall be paid to the producer one dollar ($1.00) per ton and proportionately for each fraction of a ton (computed to the nearest tenth) of the estimated production of the farm. This payment shall be made as soon as practicable after December 1, 1934.

Final 1934 payment.—There shall be paid to the producer an amount which, when added to the advance 1934 payment and the average market price of sugar beets as ascertained by the Secretary, shall result in a price, equal to the parity price per ton of sugar beets, as determined by the Secretary in accordance with section 2(1) of the Act (1) for each ton of sugar beets (and proportionately for each fraction of a ton, computed to the nearest tenth) produced on and delivered from this farm in the 1934 crop year or (2) for the estimated production, whichever is higher. In no event shall the total of the 1934 crop payments be less than one dollar and twenty-five cents ($1.25) per ton of beets for which payment is to be made. This payment shall be made after proof satisfactory to the Secretary has been submitted to the Secretary (1) of the total tons of sugar beets produced on and delivered from this farm in the crop year 1934 and (2) that the planted acreage on this farm for the crop year 1935 does not exceed the acreage allotment for that year. This payment shall be made as soon as practicable after July 1, 1935, if the proof required above has been submitted.

1935 crop payments.—For the 1935 crop there shall be made two payments to be known as "the advance 1935 payment" and "the final 1935 payment", respectively:

Advance 1935 payment.— This payment shall not be less than fifty cents (50¢) per ton and proportionately for each fraction of a ton (computed to the nearest tenth) of the estimated production for that year. This payment shall be made after proof satisfactory to the Secretary has been submitted to the Secretary (1) that the producer has fully performed all the terms and conditions of this contract to be performed on his part in respect to the 1934 crop and (2) that the planted acreage on this farm for the crop year 1935 is not in excess of the acreage allotment for that year. This payment shall be made as soon as practicable after July 1, 1935, if the proof required above has been submitted.

Final 1935 payment.—There shall be paid to the producer an amount which, added to the advance 1935 payment and the average market price of sugar beets as ascertained by the Secretary, shall result in a price, equal to the parity price per ton of sugar beets, as determined by the Secretary in accordance with section 2 (1) of the Act, for each ton of sugar beets (and proportionately for each fraction of a ton computed to the nearest tenth) produced on and delivered from this farm in the 1935 crop year. This payment shall be made after proof satisfactory to the Secretary has been submitted to the Secretary (1) of the total tons of sugar beets produced on and delivered from this farm in the crop year 1935 and (2) that, in case the Secretary has exercised his privilege under section 21, the planted acreage on this farm for the crop year 1936 does not exceed the acreage allotment for that year. This payment shall be made as soon as practicable after July 1, 1936, if the proof required above has been submitted.

1935 crop deficiency payment.--If the amount of sugar beets produced and delivered from this farm in the crop year 1935 is less than the estimated production for this farm for such year due to the bona fide abandonment, after planting, of acreage, because of condition, not within the control of the producer, affecting the whole or a substantial part of this factory district, then there shall be made a deficiency payment of one dollar ($1.00) per ton for each ton of sugar beets and proportionately for each fraction of a ton (computed to the nearest tenth) which, upon the basis of the representative yield per acre for this farm would have been harvested upon the abandoned acres, but such payment shall be made on no greater tonnage than the amount by which the actual production from this farm is less than the estimated production for 1935. This payment shall be made only after proof, satisfactory to the Secretary, has been submitted to the Secretary (1) that the producer cultivated said sugar beets in the usual manner and performed all other work required in the production of a sugar-beet crop up to the time of abandonment pursuant to a contract with a processor who has received from the Secretary an allotment for such year to market sugar manufactured from sugar beets, and (2) that any land planted to beets and subsequently abandoned was not planted, prior to the time of beet harvest, to other crops, except cover crops. This payment shall be made as soon as practicable after December 1, 1935, if the proof required above has been submitted.

--Sugar Beet Contract, Secs. 16,17,18,19

Payment under extended contracts.--In the event that the Secretary exercises his privilege under section 21, the producer shall receive two crop payments and/or a crop deficiency payment in the same manner and subject to the same conditions as provided with respect to the 1935 crop, the amount and time of all such payments, however, to be determined by the Secretary. These payments shall be in amounts which, when added to the amount equal to the average market price of sugar beets as ascertained by the Secretary shall result in a price, equal to the parity price per ton of sugar beets as determined by the Secretary in accordance with Section 2 (1) of the Act, for each ton of sugar beets (and proportionately for each fraction of a ton, computed to the nearest tenth) produced on and delivered from this farm in that crop year, less the pro rata share of the administrative expenses for that crop year of the Sugar Beet Production Control Association.

--Sugar Beet Contract, Sec. 22

b. <u>Sugarcane Production Adjustment Contract (Louisiana)</u>

The 1934 and 1935 crop payments shall be made on the basis of standard sugarcane, such standard to be determined by the Secretary.

1934-crop payments.--For the 1934 crop there shall be made two payments to be known as "the advance 1934 payment" and "the final 1934 payment", respectively.

Advance 1934 payment.--There shall be paid to the producer one dollar ($1) per ton (and proportionately for each fraction of a ton computed to the nearest tenth) of the base production of the farm, except where the Secretary estimates that the producers' production will be less, in which case payment will be made on such estimated tonnage. This payment shall be made as soon as practicable after December 1, 1934.

Final 1934 payment.--There shall be paid to the producer an amount which, when added to the advance 1934 payment, and the average market price of sugarcane as ascertained by the Secretary, shall result in a price, equal to the parity price per ton of sugarcane, as determined by the Secretary in accordance with section 2 (1) of the act, for each ton of sugarcane (and proportionately for each fraction of a ton computed to the nearest tenth), produced on and delivered from this farm in the 1934 crop year. In no event shall the total of the 1934 crop payments be less than one dollar and twenty-five cents ($1.25) per ton of sugarcane for which payment is to be made. This payment shall be made after proof satisfactory to the Secretary has been submitted to the Secretary, (1) of the total tons of sugarcane produced on and delivered from this farm in the crop year of 1934, and (2) that the acreage of sugarcane growing on this farm for the crop year of 1935 is not in excess of the acreage as provided for in section 6. This payment shall be made as soon as practicable after March 1, 1935, if the proof required above has been submitted.

1935 crop payments.--For the 1935 crop there shall be made two payments to be known as "the advance 1935 payment" and "the final 1935 payment", respectively:

Advance 1935 payment.--This payment shall not be less than fifty cents (50¢) per ton of sugarcane (and proportionately for each fraction of a ton computed to the nearest tenth) of the base production for that crop year, except where the Secretary estimates that the producer's production for such crop year will be less, in which case payment will be made on such estimated tonnage. This payment shall be made after proof satisfactory to the Secretary has been submitted to the Secretary, (1) that the producer has fully performed all the terms and conditions of this contract to be performed on his part in respect to the 1934 crop, and (2) that the acreage growing on this farm for the 1935 crop year is not in excess of the acreage as provided for in section 6. This payment shall be made as soon as practicable after March 1, 1935, if the proof required above has been submitted.

Final 1935 payment.--There shall be paid to the producer an amount which, added to the advance 1935 payment and a fair price for sugarcane, to be determined by the Secretary, shall result in a price equal to the parity price per ton of sugarcane, as determined by the Secretary, in accordance with section 2 (1) of

the act, for each ton of sugarcane (and proportionately for each fraction of a ton computed to the nearest tenth) produced on and delivered from this farm in the 1935 crop year, but in no case on a tonnage greater than the production allotment. This payment shall be made after proof satisfactory to the Secretary has been submitted to the Secretary (1) of the total tons of sugarcane produced on and delivered from this farm in the crop year 1935, (2) that the applicable provisions of section 6 with respect to the crop of 1935 have been complied with, and (3) that in case the Secretary has exercised his privilege under section 19, the planted acreage in the crop year 1936 does not exceed the acreage as provided for in section 6. This payment shall be made as soon as practicable after March 1, 1936, if the proof required above has been submitted.

1934, 1935 crop deficiency payments.--If the amount of sugarcane produced and delivered from this farm in the crop year(s) 1934 and/or 1935 is less in either year than the base production for this farm due to the bona fide abandonment after planting, of acreage because of conditions not within the control of the producer affecting the whole or a substantial part of the parish, then there shall be made a deficiency payment of one dollar ($1) per ton for each ton (and proportionately for each fraction of a ton computed to the nearest tenth), of sugarcane which, as determined by the Secretary, would have been harvested upon the abandoned acres, but such payment shall be made on no greater tonnage than the amount by which the actual production from this farm is less than the production allotment for this farm or the production which the Secretary determines would have been produced but for the abandonment, whichever is less. In the event an abandonment of acreage occurs as a result of freezing after November 1 of the crop year and during the harvest period, such payment shall be at the rate of $1.50 per ton. The deficiency payments shall be made only after proof, satisfactory to the Secretary has been submitted to the Secretary that the producer cultivated said sugarcane in the usual manner and performed all other work required in the production of a sugarcane crop up to the time of abandonment. The 1934 payment shall be made as soon as practicable after December 1, 1934, and the 1935 payment as soon as practicable after December 1, 1935, if the proof required above has been submitted.

-Louisiana Sugarcane Contract, Secs. 15,16,17

Payments under extended contracts.--In the event that the Secretary exercises his privilege under section 19, the producer shall receive two crop payments and/or crop deficiency payment in the same manner and subject to the same conditions as provided with respect to the 1935 crop, the amount and time of all such payments, however, to be determined by the Secretary. These payments shall be in amounts, which, added to the amount equal to a fair price for sugarcane to be determined by

the Secretary, shall result in a price equal to the parity price per ton of sugarcane as determined by the Secretary in accordance with section 2(1) of the act for each ton (and proportionately for each fraction of a ton computed to the nearest tenth) produced on and delivered from this farm in that crop year, less the prorata share per ton of the administrative expenses for that crop year, of the Parish Sugarcane Production Control Association. The amount of such payments shall be such as will result in the price per ton of sugarcane received by the producer equalling the parity price per ton of sugar cane established by the Secretary less the prorata share per ton of the administrative expense of the Parish Sugarcane Production Control Association.

-Louisiana Sugarcane Contract, Sec. 20

c. Philippine Sugarcane Production Adjustment Contract

Amount of Payment. The amount of the payment shall be determined by subtracting the planter's benefit payment sugar allotment from the amount of sugar milled in his name and/or in the name of his predecessor in interest in the crop year 1933-34, as reported in the sugar audit under authority of Executive Order of the Governor General, No. 489, July 2, 1934, reduced to piculs, and multiplying the remainder by $1.20 per picul which is equivalent of 2.40 pesos per picul.

-Philippine Sugarcane Contract, Sec. 24

Installments. Said payment shall be made in three installments as follows:

The first installment shall be an amount equal to one-third of the planter's total benefit payment, of which a tentative estimate is to be made by the Secretary at the time the installment is paid. This first installment shall be paid as soon as practicable after the acceptance of this contract by or on behalf of the Secretary.

The second installment shall be an amount equal to one-half of the balance of the total benefit payment. The second installment shall be paid as soon as practicable after the final determination of the planter's benefit payment sugar allotment, and after proof satisfactory to the Secretary has been submitted to the Secretary that the planter has disposed of a reasonable portion of his excess cane in the manner prescribed herein, and is otherwise complying with this contract.

The third and final installment, which shall be the balance of the benefit payment, shall be paid as soon as practicable after proof satisfactory to the Secretary has been submitted to the Secretary that the planter has fully complied with all terms of this contract.

-Philippine Sugarcane Contract, Sec. 25

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

1933 Payments

Payments for reduction of acreage in 1933.

There shall be made to the producer two payments in respect of the 1933 tobacco crop: The first payment shall be for the amount of _____ dollars ($___) per acre of the contracted acreage of 1933 and shall be made between _____, 1933, and _____, 1933, after proof of compliance by the producer with the terms of this contract. The second payment shall be for such amount as shall be equal, for each acre of the contracted acreage of 1933, to _____ percent (__%) of the average market value per acre of the tobacco harvested on this farm in 1933, except that in no event shall the second payment be for an amount of less than _____ dollars ($___) for each acre of the contracted acreage of 1933. The second payment shall be made within sixty (60) days after the presentation to the Secretary or his authorized agent of (1) proof that the producer has fully performed all of the terms and conditions hereof on his part to be performed in 1933, and (2) proof of the average market value per acre of tobacco harvested, if any, on this farm in 1933, provided that such proof of performance and market value shall be presented to the Secretary or his authorized agent prior to _____, 1934.

-Miami Valley Types 42,43,44 Contract, Sec. 16
-New England Types 51,52 Contract, Sec. 16
-Pennsylvania Type 41 and New York-Pennsylvania Type 53 Contract, Sec. 16
-Wisconsin Types 54,55 Contract, Sec. 16

There shall be made to the producer two payments in respect of the 1933 crop. The first payment shall be for the amount of thirty dollars ($30.00) per acre of the contracted acres and shall be made between August 1, 1933, and October 1, 1933, after proof of compliance by the producer with the terms and conditions of this contract other than those contained in paragraph 3. The second payment shall be for thirty dollars ($30.00) per acre of the contracted acres and shall be made within sixty (60) days after the presentation of proof to the Secretary or his authorized agent that the producer has fully performed all the terms and conditions of this contract, including proof: (1) That the 1933 crop of tobacco on this farm does not exceed, in pounds, 960 times the number of contracted acres; or (2) that the amount, in pounds, of tobacco of the 1933 crop from this farm in excess of 960 times the number of contracted acres has been disposed of at the expense of the producer in such manner as the Secretary or his authorized agent may have directed.

-Georgia-Florida Type 62 Contract, Sec. 9

1934 and 1935 Payments

Payments for reduction of acreage in 1934 and 1935.

In respect of each of the privileges set forth in paragraphs 18 and 19 (extending reduction program to 1934 and 1935)

the producer shall receive two payments in the event that the Secretary exercises said privilege and in the event that the producer fully performs the terms and conditions thereof applicable with respect to said privilege. The amount of these payments shall be determined as follows: The first payment, which shall be made on or before _____ of the year in which such privilege is exercised, shall be for an amount to be determined by the Secretary which amount shall be not less than _____ dollars ($_____) for each acre of the contracted acreage of the year in which the first payment is made. The second payment shall be for an amount to be determined by the Secretary, which amount shall be not less, for each acre of said contracted acreage, than _____ percent (__%) of the average market value per acre of the tobacco harvested on this farm during said year, and in no event shall the second payment be for an amount of less than _____ dollars ($_____) for each acre of said contracted acreage. Said second payment shall be made within sixty (60) days after presentation to the Secretary or his authorized agent of proof of said average market value and proof of the performance by the producer of all the terms and conditions hereof to be performed by the producer in the year in which such privilege is exercised, provided such proof of performance and average market value shall be so presented prior to _____ of the following year, and provided further that the method of determining average market value shall be subject to the terms and conditions of paragraph 17, with appropriate changes of dates. In each year in which the Secretary, pursuant to paragraph 20, requires that the producer shall grow no crops other than soil-maintenance crops on a larger part than one half of the contracted acreage of such year, then the first payment to the producer for such year shall be for an amount not less than _____ dollars ($_____) per acre of the contracted acreage of such year, and the second payment shall be for an amount not less, for each acre of the contracted acreage of such year, than _____ percent (__%) of the average market value per acre of the tobacco harvested on this farm in such year and in no event shall be less than _____ dollars ($_____) for each acre of the contracted acreage of such year.

-Miami Valley Types 42,43,44 Contract, Sec. 21
-New England Types 51 and 52 Contract, Sec. 21
-Penn. Type 41 and New York-Penn. Type 53 Contract, Sec. 21
-Wisconsin Types 54 and 55 Contract, Sec. 21

There shall be made to the producer a first payment in the amount of _____ dollars per acre of the contracted acreage of 1934. Said first payment shall be made before October 1, 1934, provided that there has been presented proof satisfactory to the Secretary that the producer has fully performed all the

terms and conditions of this contract on his part to be performed.

There shall be made to the producer a second payment in such amount as shall be equal, for each acre of the contracted acreage of 1934, to forty percent (40%) of the average market value per acre of the tobacco harvested on this farm in 1934, except that in no event shall said second payment be in an amount less than_____dollars for each acre of the contracted acreage. The said second payment provided for herein shall be made 60 days after presentation to the Secretary, or his authorized agent, of proof satisfactory to the Secretary (1) that the producer has fully performed all the terms and conditions of said contract to be performed on his part in 1934 and (2) of the average market value per acre of the tobacco harvested on this farm in 1934, provided that such proof of market value and performance shall be presented to the Secretary or his authorized agent prior to May 1, 1935.

The Secretary is offering, in addition to the foregoing terms additional options to the producers in choosing the base acreage and the proportion of reduction. Also, a supplemental payment of_____dollars ($__) for each acre of the contracted acres for 1934 is offered to producers who sign the proposed rider A, and who present proof that (1) they have complied fully with all the terms and provisions of the contract with respect to the 1933 crop, (2) that a division acceptable to the Secretary of 1933 payments was made with any tenants and/or share croppers who had an interest in or participated in the production of the 1933 crop and who joined in the reduction thereof, and (3) that they have fully complied with all the terms and provisions of the original contract, this notice, and of the proposed rider with respect to the 1934 crop. Such additional options are set forth in rider A, which will be attached to the contract if signed by the producer and accepted by the Secretary. Copies of the rider are enclosed herewith. If you desire to take advantage of any of the new options given thereby, fill out the rider in accordance with the instructions of your district tobacco agent, and deliver it to him on or before May 1, 1934.

-Notice of Exercise of Privilege of Secretary of Agriculture with respect to 1934 production of tobacco, under the following tobacco acreage reduction contracts:

Miami Valley Types 42,43, and 44
New England Types 51 and 52
Pennsylvania Type 41 and New York-Pennsylvania Type 53
Wisconsin Types 54 and 55

As to the supplemental payment provisions offered in the Rider A, see Secs. 5, 6, 7, and 11 thereof.

b. 1934 Tobacco Contracts

1934 Payments

Rental Payments

There shall be made to the producer a rental payment of ____dollars ($___) per acre of the rented acres and proportionately for any fractional acre (computed to the nearest tenth), which shall be made before March 1, 1934, or not later than thirty (30) days from the date of the receipt and acceptance of this contract by the Secretary or his authorized agent in Washington.

-Burley Type 31 Contract, Sec. 19
-Dark Air-Cured Types 35,36,37 Contract, Sec. 19
-Fire-Cured Types 21,22,23,24 Contract, Sec. 19
-Flue-Cured Types 11,12,13,14 Contract, Sec. 18
-Maryland Type 32 Contract, Sec. 16

There shall be made to the person designated in paragraph 25 a "rental payment" in the amount of thirty ($30.00) dollars per cuerda of the rented acreage of 1934-35. Said rental payment shall be made after this contract has been accepted by the Secretary and after the producer has presented proof satisfactory to the Secretary, that the second and third crops of 1933-34 tobacco on this farm have not been harvested.

-Puerto Rican Type 46 Contract, Sec. 20

Adjustment Payments for Acreage Reduction and Production Reduction.

There shall be made:

A first adjustment payment which shall be an amount not less than (1)____percent (__%) of the net sale value of the 1933 tobacco crop if the 1934 tobacco acreage is reduced _____percent (__%) on this farm, or (2) _____percent (__%) of the net sale value of such crop if such acreage and production are reduced _____percent (__%). In no event shall this payment be less than _____dollars ($____) per rented acre or more than _____dollars ($____) per rented acre. This payment shall be made after proof satisfactory to the Secretary has been submitted to the Secretary or his authorized agent of (1) the reduction in acreage of the producer's 1934 crop provided for in this contract and (2) the net sale value of the 1933 tobacco crop on this farm. Such payment shall be made not later than September 15, 1934, provided such proof shall have been submitted prior to May 1, 1935.

A second adjustment payment which shall be an amount not less than (1) _____percent (__%) of the net sale value of the 1934 tobacco crop on this farm, up to an amount equal to the

initial production allotment, or the adjusted production allotment, whichever is smaller, if the 1934 tobacco acreage and production are reduced _____percent (__%) on this farm or (2) _____percent (__%) of the net sale value of such crop, up to said amount, if such acreage and production are reduced _____percent (__%), in either event less the pro rata share of the administrative expenses of the Tobacco Production Control Association. This payment shall be made after proof satisfactory to the Secretary has been submitted to the Secretary or his authorized agent (1) that the producer has fully performed all the terms and conditions of this contract to be performed on his part with respect to the 1934 tobacco crop, and (2) of the net sale value of the 1934 tobacco crop on this farm. Such payment shall be made not later than June 1, 1935, provided such proof shall have been submitted prior to May 1, 1935.[1]

-Burley Type 31 Contract, Sec. 20
-Dark Air-Cured Types 35,36,37, Contract, Sec. 20
-Fire-Cured Types 21,22,23,24 Contract, Sec. 20

There shall be an adjustment payment as follows;

If the base tobacco acreage is four (4) acres or more, this payment shall equal twelve and one half percent (12½%) of the net market value of the tobacco grown on this farm in 1934 for market, up to an amount equal to the initial production allotment for this farm.

If the base tobacco acreage is less than four (4) acres, the rate of this payment shall be increased one half of one percent (½%) for each one tenth (1/10) of an acre difference between four acres and the base tobacco acreage except that in no event shall the rate exceed twenty-five percent (25%) of the net market value of the tobacco specified in clause (a) above.

In no event shall the adjustment payment be based on a net average market price exceeding twenty-one cents (21½¢) per pound.

The adjustment payment shall be made after October 15, 1934, and within sixty (60) days after the presentation to the Secretary or his authorized agent of such proof as the Secretary may require: (1) That the producer has fully performed all the terms and conditions hereof on his part to be performed in respect of the 1934 tobacco crop, and (2) of the amount and net market value of the tobacco grown for market on this farm in 1934; provided that such proof of performance and of amount and net market value shall be presented to the Secretary or his authorized agent prior to April 30, 1935. If the whole or any part of the tobacco crop of 1934 grown for market on this farm, has not been sold prior to March 31, 1935, the Secretary or his authorized agent shall arrange

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[1] The dates on which payments are to be made vary slightly in the several contracts.

for its appraisal to determine its market value, provided a written request therefor is received prior to March 31, 1935.

-Flue-Cured Types 11,12,13,14 Contract, Sec. 19

-See: Tobacco Admr. Rulings No. 23, 29, and 33 applicable to Flue-Cured Contract

There shall be made to the producer two payments in respect of the 1934 crop. The first payment shall be in the amount of Thirty Dollars ($30.00) per acre of the tobacco acreage harvested on this farm in 1934 and shall be made between July 1, 1934, and September 1, 1934, after proof of compliance by the producer with the terms and conditions of this contract other than those contained in paragraph 8. The second payment shall be in the amount of Thirty Dollars ($30.00) per acre of the tobacco acreage harvested on this farm in 1934 and shall be made within sixty (60) days after the presentation of proof to the Secretary or his authorized agent that the producer has fully performed all the terms and conditions of this contract.

-Georgia-Florida Type 62 Contract (Form T 78), Sec. 20

An adjustment payment equal to at least twenty-five percent (25%) of an amount to be computed as follows: The base yield shall be multiplied by the number of acres and the fractional acres contained in the rented acreage and such product multiplied by the average market price, up to fifteen cents (15¢) per pound, received for the 1932 tobacco crop sold from this farm.

* * * *

The adjustment payment shall be made after December 1, 1935, and within sixty (60) days after the presentation to the Secretary or his authorized agent of such proof as the Secretary may require: (1) That the Producer has fully performed all the terms and conditions hereof on his part to be performed in respect of the 1934 tobacco crop, and (2) of the amount and net sale value of the tobacco grown for market on this farm in 1934; provided that such proof of performance and of amount and net market value shall be presented to the Secretary or his authorized agent prior to December 31, 1935. If the whole or any part of the tobacco crop of 1934 grown for market on this farm, has not been sold prior to November 15, 1935, the Secretary or his authorized agent shall arrange for its appraisal to determine its market value, provided a written request therefor is received prior to December 1, 1935.

-Maryland Type 32 Contract, Sec. 17

There shall be made to the producer, or if the tobacco produced on this farm in 1933-34 shall have been produced with the aid of share tenants and/or share croppers, then to the person designated as trustee pursuant to paragraph 24 of this contract, a "first payment" in the amount of ten ($10.00)

dollars per cuerda of tobacco harvested on this farm in 1933-34 by "priming", and/or fifteen ($15.00) dollars per cuerda of tobacco harvested on this farm in 1933-34 by "stalk cutting". Said first payment shall be made after this contract has been accepted by the Secretary and after the producer has presented proof satisfactory to the Secretary that the second and third crops of 1933-34 tobacco on this farm have not been harvested.

There shall be made an "adjustment payment" in the amount of thirty percent (30%) of the market value of the tobacco harvested on this farm in 1934-35, provided that in no event shall this adjustment payment be in an amount less than twenty ($20.00) dollars for each cuerda of the rented acreage of 1934-35. Said adjustment payment shall be made within sixty (60) days after presentation to the Secretary, or his authorized agent of: proof satisfactory to the Secretary that the producer has fully performed all the terms and conditions on his part to be performed in respect to the 1934-35 crop, and that such proof of performance and net market value shall be presented prior to September 1, 1935.

-Puerto Rican Type 46 Contract, Secs. 19, 21

Deficiency Payment

If the amount of the 1934 tobacco crop of this farm which is grown for market is for any reason less than the initial production allotment, then there shall be made, at the time of the second adjustment payment, a deficiency payment of _____cents (__¢) for each pound that said amount falls short of the initial production allotment.

-Burley Type 31 Contract, Sec. 20(d) (2¢)
-Dark Air-Cured Types 35,36,37 Contract, Sec. 20 (d) ($1\frac{1}{4}$¢)
-Fire-Cured Types 21,22,23,24 Contract, Sec. 20 (d) ($1\frac{1}{4}$¢)
-Flue-Cured Types 11,12,13,14 Contract, Sec. 19 (2¢)

Price-Equalizing Payments

If the producer sold all or any part of his 1933 tobacco crop from this farm through an auction warehouse market prior to and including October 28, 1933, there shall be paid for the benefit of the producer and such share tenants and/or share croppers as had an interest in such tobacco, a price-equalizing payment on the net proceeds from the producer's original sales of such tobacco, provided application is duly made in accordance with a form to be provided by the Secretary. Said price-equalizing payment shall be twenty percent (20%) of such net proceeds from such tobacco so sold from August 1, 1933, to September 1, 1933, inclusive, and ten percent (10%) of such net proceeds (1) from such tobacco (other than that sold on the South Carolina and Border markets) so

sold from September 25, 1933, to October 7, 1933, inclusive, and (2) from such tobacco so sold on the South Carolina and Border markets from September 25, 1933, to October 28, 1933, inclusive. This payment shall be made within sixty (60) days after the application for same has been approved by the Secretary.

-Flue-Cured Types 11,12,13,14 Contract, Sec. 19

(1) Administrative Rulings Pertinent

Fixing of rate of the price-equalizing payments upon flue-cured tobacco sold prior to August 1, 1933.
-See: Admr. Ruling No. 27

1935 Payments[1]

Rental Payments

The amount of the rental payment (in the event the Secretary exercises his privilege of requiring reduction in acreage and reduction) shall be at the same rate per acre rented in 1935 as for 1934.

-See: Burley Type 31 Contract, Sec. 22
: Dark Air-Cured Types 35,36,37 Contract, Sec. 22
: Fire-Cured Types 21,22,23,24 Contract, Sec. 22
: Flue-Cured Types 11,12,13,14 Contract, Sec. 22
: Maryland Type 32 Contract, Sec. 19

There shall be made a rental payment of _____ dollars ($___) per acre of the rented acres, and proportionately for any fractional acre (computed to the nearest tenth), provided that there shall have been presented to the Secretary satisfactory proof that up to the date of presentation of such proof, the producer has fully performed all the terms and conditions of this contract on his part to be performed.

-Notice of Exercise of Privilege of Secretary of Agriculture with respect to 1935 production of tobacco, under following Production Adjustment Contracts:
Burley Type 31 (Form T-155)
Dark Air-Cured Types 35,36,37
Fire-Cured Types 21,22,23,24
Flue-Cured Types 11,12,13,14

Adjustment Payments for Acreage Reduction and Production Reduction

If the Secretary exercises his privilege of requiring reduction in acreage and production in 1935, the producer shall

[1] Where Burley Type 31, Fire-Cured Types 21,22,23,24 or Dark Air-Cured Types 35,36,37 Contracts are executed subsequent to the harvesting of the 1934 tobacco crop, see Rider B (Form T-164)

receive two adjustment payments, in addition to a rental payment. "The rates of the adjustment payments shall be determined by the Secretary and shall be such as will tend to give producers the fair exchange value or that portion of their 1935 production which is equal to domestic consumption."

-See: Burley Type 31 Contract, Sec. 22
: Dark Air-Cured Types 35,36,37, Contract, Sec. 22
: Fire-Cured Types 21,22,23,24 Contract, Sec. 22

There shall be made a first adjustment payment and a second adjustment payment (less the pro rata share of the administrative expenses of the Tobacco Production Control Association) based upon the net sale value of the 1935 tobacco crop on this farm, which shall be at such rates to be determined by the Secretary as will tend to give producers the fair exchange value of that portion of their 1935 production which is equal to domestic consumption.

The adjustment and deficiency payments provided for in paragraph 3 of this notice shall be made after there has been presented to the Secretary satisfactory proof (1) that the producer has fully performed all the terms and conditions of this contract on his part to be performed, and (2) of the net sale value of the 1935 tobacco crop on this farm: Provided, That such proof of performance and net sale value shall be presented to the Secretary prior to May 1, 1936.

-Notice of Exercise of Privilege of Secretary of Agriculture with respect to production of tobacco, under the following Tobacco Production Adjustment Contracts:

Burley Type 31
Dark Air-Cured Types 35,36,37
Fire-Cured Types 21,22,23,24

If the Secretary exercises his privilege of requiring reduction in acreage and production in 1935, the producer shall receive an adjustment payment, in addition to a rental payment. The rate of the adjustment payment in case a smaller reduction in production is required, shall be reduced in direct proportion to the decrease in the reduction of production.

-See: Flue-Cured Types 11,12,13,14 Contract, Sec. 22

There shall be made an adjustment payment as follows:

If the base tobacco acreage is four (4) acres or more, this payment shall equal six and one-fourth percent ($6\frac{1}{4}\%$) of the net market value of the tobacco grown on this farm in 1935 for market, up to an amount equal to the initial production allotment for this farm.

If the base tobacco acreage is less than four (4) acres, the rate of this payment shall be increased over the rate fixed

in 3(a) of this notice one-fourth of one percent ($\frac{1}{4}\%$) for each one-tenth (1/10) of an acre difference between four (4) acres and the base tobacco acreage, except that in no event shall the rate exceed twelve and one-half percent ($12\frac{1}{2}\%$) of the net market value of the tobacco specified in clause (a) above.

In no event shall the adjustment payment be based on a net average market price exceeding twenty-one cents (21¢) per pound.

If the amount of the 1935 tobacco crop of this farm which is grown for market is for any reason less than the initial production allotment then there shall be paid, as a part of the adjustment payment, one cent (1¢) for each pound that said amount falls short of the initial production allotment.

The adjustment payment provided for in paragraph 3 of this notice shall be made after there has been presented to the Secretary satisfactory proof (1) that the producer has fully performed all the terms and conditions of this contract on his part to be performed, and (2) of the amount and net market value of the 1935 tobacco crop of this farm: Provided, That such proof of performance and of amount and net market value shall be presented to the Secretary prior to April 30, 1936.

-Notice of Exercise of Privilege of Secretary of Agriculture with respect to production of tobacco, under Flue-Cured Types 11,12,13,14 Contract

In the event the Secretary exercises his privilege of requiring further reduction in 1935, the producer, if he shall fully perform all of his obligations under this contract, shall receive in 1935 two payments, the dates and rates of the payments to be such as determined by the Secretary to be necessary to accomplish the purposes of this contract, after consultation by the Secretary or his authorized agent with a committee designated by the Secretary as representative of the producers.

-See: Georgia-Florida Type 62 Contract, Secs. 21,22

In the event the Secretary exercises his privilege of requiring reduction in acreage and production in 1935, the terms and conditions of this contract shall apply with the same force and effect in 1935 as in 1934, subject to changes of date, rented acreage, production allotment, acreage allotment, rate of adjustment payment, and the form of designation of trustee.

-See: Maryland Type 32 Contract, Sec. 18

In respect to the privilege set forth in paragraph 22 (extending contract to 1935-36), the producer shall receive in respect to the 1935-36 tobacco crop on this farm two (2) payments in the event that the Secretary exercises such privilege and if the producer fully performs the terms and

conditions hereof. The amount of the first payment shall be at the rate of thirty ($30.00) dollars per cuerda of the rented acreage for 1935-36, and the rate of the second payment shall be determined by the Secretary and shall be such as will tend to give the producer a fair exchange value for his 1935-36 production.

-Puerto Rican Type 46 Contract, Sec. 23

Deficiency Payments

If the amount of the 1935 tobacco crop of this farm which is grown for marekt is for any reason less than the initial production allotment, then these shall be made, at the time of the second adjustment payment, a deficiency payment of ____cents (__¢) for each pound that said amount falls short of the initial production allotment.

-Notice of Exercise of Privilege of Secretary of Agriculture with respect to 1935 production of tobacco, under the following Tobacco Production Adjustment Contracts:

Burley Type 31
Dark Air-Cured Types 35,36,37
Fire-Cured Types 21,22,23,24
Flue-Cured Types 11,12,13,14

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

As consideration for the prescribed reduction for the crop years 1934 and 1935, there shall be made to the producer (subject to the terms of paragraph 12) an adjustment payment in two parts in respect of the 1933 wheat crop to be based upon the farm allotment for this farm. The first payment shall be in an amount equal to 20 cents per bushel of such allotment and shall be made on or after September 15, 1933. The second payment shall be in an amount equal to not less than 8 cents nor more than ten cents per bushel of such allotment and shall be made not earlier than June 1, 1934, after presentation to the Secretary (in accordance with the regulations) of proof of compliance by the producer with the terms of this contract relating to wheat acreage reduction for 1934; provided, however, that the full adjustment payment for the crop year 1933 will be made only if the producer for such crop year seeded an acreage of wheat on the land now in this farm sufficient, at the average yield for the base period, to produce the farm allotment, unless the failure to seed such an acreage is clearly shown to have been due to the producer's regular rotation practice. If for such crop year the seeded wheat acreage on this farm was less than such as would have produced the farm allotments at the average yield for the base period and if the failure to seed

such acreage was not due to the producer's regular rotation practice, then the adjustment payment for such crop year will be made only on the amount of wheat which, at the average yield for the base period, would have been produced on the seeded acreage, and such amount will be determined by the County Allotment Committee.

If the current average farm price of wheat per bushel (as determined in accordance with the regulations) with respect to the crop year 1934 is below the wheat parity price, there shall be made to the producer (subject to the terms of paragraph 12) an adjustment payment, in two installments, in respect to the wheat crop for the year 1934. Such total adjustment payment shall be in an amount determined and proclaimed by the Secretary prior to the beginning of the marketing year 1934. The adjustment payment for the crop year 1934 shall be such as will tend to give the producer the wheat parity price for his farm allotment. The first of the two installments of said adjustment payment shall be in an amount equal to approximately two-thirds of the total adjustment payment for the crop year 1934 and shall be made between July 1 and September 15, 1934; the second installment shall be made on presentation to the Secretary of proof of compliance (in the manner prescribed by the regulations) by the producer with the terms of this contract, but such payment shall not be made until a date after which wheat can no longer be seeded in the locality to produce a crop for the year 1935.

If the current average farm price of wheat per bushel (as determined in accordance with the regulations) with respect to the crop year 1935 is below the wheat parity price, there shall be made to the producer (subject to the terms of paragraph 12) an adjustment payment, in two installments, in respect to the wheat crop for the year 1935. Such total adjustment payment shall be in an amount determined and proclaimed by the Secretary prior to the beginning of the marketing year 1935. The adjustment payment for the crop year 1935 shall be such as will tend to give the producer the wheat parity price for his farm allotment. The first of the two installments of said adjustment payment shall be in an amount equal to approximately two-thirds of the total adjustment payment for the crop year 1935 and shall be made between July 1 and September 15, 1935; the second installment shall be made on presentation to the Secretary of proof of compliance (in the manner prescribed by the regulations) by the producer with the terms of this contract, but in any event such payment shall not be made earlier than November 1, 1935.

-Wheat Allotment Contract, Secs. 17,18,19

SUPPLEMENT

B. AMOUNT AND TIME OF PAYMENTS

2. Cotton Adjustment Plan

b. 1934 and 1935 Cotton Acreage Reduction Contract

Since the Secretary has prescribed a reduction in the acreage of cotton to be planted in 1935, he shall under paragraph 10 (b) of the contract make payments for the year 1935 similar to those described in paragraph 10 (a) of the contract and accordingly, upon presentation of such proof of performance as may be required, will for the year 1935--

(a) Make a rental payment to the producer on each of the acres of this farm rented for 1935 of three and one-half cents (3-1/2¢) per pound on the average yield of lint cotton per acre for this farm for the years as fixed under Administrative Ruling No. 1, Form No. Cotton 5, with a maximum rental of eighteen dollars ($18) per acre (subject to the provisions of paragraph 5 (a) below, if said paragraph is applicable), and

(b) Make a parity payment upon the farm allotment for this farm of not less than one and one-quarter cents (1-1/4¢) per pound on said farm allotment.

The rental payment will be made in two equal installments, the first of which shall be made between March 1 and April 30, 1935, approximately, and the second of which shall be made between August 1 and September 30, 1935, approximately, and the parity payment shall be made at the time of the second installment of the rental payment, if practicable, or between December 1, 1935, and January 1, 1936, approximately.

-1935 Supp. Document to 1934 and 1935 Contracts entered into in 1934 (Cotton 104, Sec. 3)

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

The Secretary shall:

As consideration for the performance by the producer of the terms and conditions of this contract, make the

[1]This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

following payments for the year 1935, after presentation of such proof of performance as may be required:

Rental payment on each of the acres rented to the Secretary for 1935 of three and one-half cents (3-1/2¢) per pound on the average yield of lint cotton per acre for this farm, as determined by the application of Administrative Ruling No. 2, Cotton 106, with a maximum rental of eighteen dollars ($18) per acre, shall be made to the producer (subject) to the provisions of paragraph 12, if applicable) in two equal installments, the first of which shall be made between March 1 and April 30, 1935, approximately, and the second of which shall be made between August 1 and September 30, 1935, approximately.

Parity payment upon the farm allotment for this farm[2] (which payment will not be less than one and one-quarter cents (1-1/4¢) per pound on said farm allotment) shall be made to the producer at the time of the second installment of the rental payment, if practicable, or between December 1, 1935, and January 1, 1936, approximately.

--1934 and 1935 Cotton Contract, Sec. 10.

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

(1) Administrative Rulings Pertinent

Division of benefit payments with share-tenants and/or share-croppers who produce peanuts in 1935 on a farm under contract but who did not produce peanuts on such farm in 1934.

--See: Peanut Adm. Ruling No. 4, March 21, 1935. See also Form P.N. 15.

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

1934-35 Crop Payments. There shall be made two payments to be known as the advance 1935 and the final 1935 payment respectively.

(a) Advance Payment. There shall be paid to the producer 60 cents per ton of sugar cane (and proportionately for each fraction of a ton, computed to the nearest tenth) of the estimated contracted sugar cane of this farm for 1935. This payment shall be made as soon after the

[2]The "farm allotment for this farm" is forty percent (40%) of the adjusted average production.

execution of this contract as practicable.

(b) Final Payment. There shall be paid to the producer a final payment in an amount which when added to the advance payment will result in a total of $4.00 per ton of sugar cane (and proportionately for each fraction of a ton, computed to the nearest tenth) of the contracted sugar cane of this farm for 1935. This payment shall be made after the submission by the producer of proof satisfactory to the Secretary of full compliance by the producer and the persons whose performance he guarantees with all the terms and conditions of this contract applicable to the 1934-35 crop.
-Sec. 19

Basis of payment. For the purpose of computing the above mentioned payments under this contract, the weight of the surplus sugar cane shall be the weight of the sugar cane as of the time of its maturity whether the sugar cane is delivered, removed, cut before maturity, or otherwise disposed of pursuant to this contract and the administrative rulings pertaining thereto. Such weight as determined by the Secretary shall be final.
-Sec. 20

1935-36 Crop Payment. There shall be paid to the producer such sum as the Secretary shall determine, which, however, shall not be less than 35 cents per ton of sugar cane (and proportionately for each fraction of a ton, computed to the nearest tenth) produced on and delivered from this farm in the 1936 crop year, but in no case on a tonnage greater than is necessary to produce the 1936 sugar production allotment of this farm, as the same may be determined by the Secretary in section 33 of this contract, subject to increase or decrease, as provided in section 3. This payment shall be made after proof satisfactory to the Secretary has been submitted to the Secretary (1) of the total tons of sugar cane produced on and delivered from this farm in the crop year 1936 and (2) that the producer and persons whose performance he guarantees have complied with all of the terms and conditions of this contract. This payment shall be made as soon as practicable after the proof required above has been submitted.
- Puerto Rico Sugar Cane Contract, Sec. 21.

(1) <u>Administrative Rulings Pertinent</u>

Right of sec. to increase rate of adjustment payment, made under section 21, to those producers whom he determines have not had an opportunity to take advantage of processing sugarcane into molasses for 1935.
-See Admin. Ruling No. 1 (Sugar 302) Mar. 4, 1935.

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract.

The Secretary shall:

Payment.--As consideration for the performance by the plantation-producer of the terms and conditions of this contract (and after presentation of such proof of compliance as may be required) make payments to the plantation-producer in the amounts, in the installments, and upon the terms and conditions herein specified.

A. First payment.--The first payment shall be an amount equal to $4,717,000.00 (which amount is an amount approximately equal to the sums collected prior to January 1, 1935, on account of taxes on the first domestic processing of sugarcane and sugar produced in the Territory of Hawaii) multiplied by the production percentage specified for the undersigned plantation-producer in footnote 1 of this contract, and shall be made as soon after the acceptance of this contract as is practicable.

B. Subsequent payments.--Subsequent payments shall be made to the plantation-producer in a total amount not less than an amount equal to 90 percent of the sums collected on and after January 1, 1935, on account of taxes on the first domestic processing up to and including May 9, 1937, of sugarcane and sugar produced in the Territory of Hawaii, multiplied by the plantation-producer's production percentage. Such amounts shall be determined and paid as follows:

I. As soon as possible after the acceptance of this contract, the Secretary shall estimate or determine from available statistics of the Treasury Department of the United States the total amount of the tax collected between January 1, 1935, and March 31, 1935, both dates inclusive, on account of the first domestic processing of sugarcane and sugar produced in the Territory of Hawaii. An amount equal to an amount not less than 90 percent of the total amount so estimated or determined shall be multiplied by the plantation-producer's production percentage, and the sum so ascertained shall be paid to the plantation-producer as soon thereafter as practicable. This payment may be combined and made at the same time as the payment provided for in paragraph A above.

II. As soon as possible after the close of each third month, subsequent to March 31, 1935, up to and including March 1937, the Secretary shall estimate or determine from available statistics of the Treasury Department of the United States the total amount of the tax collected during the immediately preceding three months' period on account of the first domestic processing of sugarcane and sugar produced in the Territory of Hawaii. An amount

equal to an amount not less than 90 percent of the total amount so estimated or determined shall be multiplied by the plantation-producer's production percentage and the sum so determined shall be paid to the plantation-producer as soon thereafter as practicable.

III. As soon as practicable after June 30, 1937, the Secretary shall determine from available statistics of the Treasury Department of the United States the total amount of tax collected between such date and January 1, 1935, on account of the first domestic processing of sugarcane and sugar produced in the Territory of Hawaii. To this amount there shall be added such additional amount as the Secretary may estimate will be collected subsequent to June 30, 1937, on account of the first domestic processing, prior to May 9, 1937, of sugarcane and sugar produced in the Territory of Hawaii. An amount equal to an amount not less than the difference between 90 percent of the total amount so estimated or determined and payments made (plus deductions so far made on account of administrative expenses) pursuant to subsections I and II above, shall be multiplied by the plantation-producer's production percentage and the sum so determined shall as soon thereafter as practicable be paid to the plantation-producer as of May 9, 1937, as the final payment by the Secretary under the terms and conditions of this contract.

IV. If any processor of Hawaiian sugar and/or sugarcane shall pay as a processing tax an amount in excess of an amount representing the pounds of sugar processed by him multiplied by the rate per pound of tax according to the then current regulations of the Secretary determining such rate, and if refunds shall be made by reason thereof, or the Secretary shall estimate that there will or may be such refunds, he shall deduct the amount of refunds so determined or estimated from the amounts estimated or determined as the amount of tax collections ascertained, as above provided.

C. Increase in payments.--In addition to the amounts to be paid as provided above, the Secretary will out of available funds make such additional payments to the plantation-producer as are in his judgment fair and reasonable to compensate him if additional payments are in his judgment necessary by reason of the adjustment in production of sugarcane and amounts of sugar which may be marketed resulting from the provisions of the Agricultural Adjustment Act, and this contract, having due regard to the declared policy of the act.

D. Claims by adherent planters.--If and when any adherent planter submits to the Secretary an affidavit alleging that any payment to be made to him under this contract by the plantation-producer is overdue and has not been made, an amount, as determined by the Secretary, representing the amount claimed by such adherent planter, shall be withheld from the payment next accruing to the plantation-producer until the dispute so originated has been adjudicated by the Secretary. When the plantation-producer has complied with the determination of the Secretary with respect to such dispute the plantation-producer shall be entitled to payment of the amount withheld pending settlement of such dispute.

From the payment due as of May 9, 1937, under subsection III, above, the Secretary shall retain such amount, not exceeding 50 percent of such payment, which he ascertains represents an amount equal to the interest of adherent planters in such payment under Part IV of this contract. At the expiration of six months thereafter such amount withheld shall be paid to the plantation-producer, less any amounts which the Secretary may determine to be necessary to satisfy the bona fide claims of any adherent planter which may have arisen under Part IV.

The plantation-producer agrees that in the event this contract is rescinded and/or terminated as provided in paragraph 24 hereof no further payments shall be made to him, and in such event to protect the interest of the adherent planter there shall be paid by the plantation-producer to such trustee as shall be designated by the Secretary, an amount from the last prior payment determined by the Secretary as representing possible unpaid claims of adherent planters arising under Part IV hereof, but not in excess of 50 percent of such last prior payment. Such trust fund shall be paid over to the plantation-producer upon the order of the Secretary when it shall have been demonstrated to him that all unpaid claims arising under Part IV of this contract have been satisfied by the plantation-producer. Failing such demonstration to the Secretary within a reasonable time, the trustee shall upon order of the Secretary pay out such funds to adherent planters and/or to the plantation-producer as their interests may appear to the Secretary.

E. Payment.--Each installment of the Secretary's payment under this contract shall be made to the plantation-producer except as herein otherwise provided.

F. From each of the foregoing payments 3/4 of 1 percent shall be deducted on account of administrative expenses.

Payments as increase in market price of sugar.--The plantation-producer agrees that all payments received by him from the Secretary pursuant to this contract will be treated by him as an increase in the market price or proceeds of sugar produced from the sugarcane of the plantation-producer and his adherent planters. The first payment shall represent such increase for the calendar year 1934; and subsequent payments, such increase for the calendar year for which made.

-Hawaiian Sugarcane Contract, Sec. 25, 26.

f. <u>Florida Sugarcane Production Adjustment Contract</u>

<u>1934-35 Crop Payments</u>

For the 1934-35 crop, there shall be made three payments to be known as "the advance 1934-35 crop payment", "the final 1934-35 crop payment", and "the 1934-35 crop deficiency payment", respectively.

(a) <u>Advance 1934-35 payment</u>. - There shall be paid to the producer one dollar ($1) per ton on _____ tons of sugarcane, being the amount actually ground in 1934-35 as stated in section 2 above. This payment shall be made as soon as practicable after April 1, 1935.

(b) Final 1934-35 payment. - There shall be paid to the producer an amount which, when added to the advance 1934-35 payment, and the average market value of sugarcane in Florida as determined by the Secretary, shall result in a price equal to the parity price per ton of sugarcane, as determined by the Secretary in accordance with section 2 (1) of the act, on _____ tons of sugarcane. In no event, shall the total of the 1934-35 crop payments be less than $1.25 per ton of sugarcane for which payment is to be made. This payment shall be made after proof satisfactory to the Secretary has been submitted to the Secretary, (1) of the total tons of sugarcane produced on the farm, manufactured into sugar in the crop year 1934-35, and (2) that the acreage of sugarcane growing on this farm for the 1935-36 crop year is not in excess of the acreage as provided for in section 5. This payment shall be made as soon as practicable after June 1, 1935, if the proof required above has been submitted.

(c) 1934-35 crop deficiency payment. - There shall be paid to the producer $1.15 per ton on _____ tons of sugarcane, being the difference between the production allotment for this farm for 1934-35 and the tons of cane actually harvested for grinding in 1934-35. This payment shall be made as soon as practicable after April 1, 1935.
- Sec. 13.

1935-36 Crop Payments

For the 1935-36 crop, there shall be made two payments to be known as "the advance 1935-36 payment" and "the final 1935-36 payment", respectively.

(a) Advance 1935-36 payment. - This payment shall not be less than fifty cents (50¢) per ton of sugarcane (and proportionately for each fraction of a ton computed to the nearest tenth), of the production allotment for that crop year, except where the Secretary estimates that the producer's production for such crop year will be less, in which case payment shall be made on such estimated tonnage. This payment shall be made after proof satisfactory to the Secretary has been submitted to the Secretary, (1) that the producer has fully performed all the terms and conditions of this contract to be performed on his part with respect to the 1934-35 crop, and (2) that the acreage of cane growing on this farm for the 1935-36 crop is not in excess of the acreage as provided in section 5. This payment shall be made as soon as practicable after July 1, 1935, if the proof required above has been submitted.

(b) Final 1935-36 payment. - There shall be paid to the producer an amount which, when added to the advance 1935-36 payment and a fair price for sugarcane, to be determined by the Secretary, shall result in a price equal

to the parity price per ton of sugarcane, as determined by the Secretary in accordance with section 2 (1) of the act, for each ton of sugarcane (and proportionately for each fraction of a ton computed to the nearest tenth), produced on and delivered from this farm in the 1935-36 crop year, but in no case on a tonnage greater than the production allotment for the crop year.

This payment shall be made after proof satisfactory to the Secretary has been submitted to the Secretary, (1) of the total tons of sugarcane produced on and delivered from this farm in the crop year 1935-36, (2) that the applicable provisions of this contract with respect to the crop of 1935-36 have been complied with, and (3) that in case the Secretary has exercised his privilege under section 17, the planted acreage for the crop year 1936-37 does not exceed the acreage, as provided for in section 5. This payment shall be made as soon as practicable after the end of the crop year 1935-36, if the proof required above has been submitted.
-Sec. 14.

1935-36 Crop Deficiency Payments

If the amount of sugarcane produced and delivered from this farm in the crop year 1935-36 is less than the production allotment for this farm in such crop year due to the bona fide abandonment, after planting, of acreage because of conditions not within the control of the producer affecting the whole or a substantial part of the county in which such abandoned acreage is situated, then there shall be made a deficiency payment of one dollar ($1) per ton (and proportionately for each fraction of a ton computed to the nearest tenth), of sugarcane which, as determined by the Secretary, would have been harvested upon the abandoned acres, but such payment shall be made on no greater tonnage than the amount by which the actual production from this farm is less than the production allotment for said farm or the production which the Secretary determines would have been produced but for the abandonment, whichever is less. In the event an abandonment of acreage occurs as a result of freezing after December 1 of the crop year and during the harvest period, such payment shall be at the rate of $1.15 per ton. The deficiency payments shall be made only after proof, satisfactory to the Secretary, has been submitted to the Secretary that the producer cultivated said sugarcane in the usual manner and performed all other work required in the production of a sugarcane crop up to the time of abandonmnet. The payment shall be made as soon as practicable after January 1, 1936, if the proof required above has been submitted.
- Sec. 15.

In the event the Secretary exercises his privilege under Section 17, the producer shall receive two crop payments and/or crop deficiency payments in the same manner and subject to the same conditions as provided with respect to the 1935-36 crop, the amount and time of all such payments, however, to be determined by the Secretary. These payments shall be in amounts which, when added to the amount equal to a fair price for sugarcane in Florida, to be determined by the Secretary, shall result in a price equal to the parity price per ton of sugarcane, as determined by the Secretary in accordance with section 2(1) of the Act, for each ton (and proportionately for each fraction of a ton computed to the nearest tenth), produced on and delivered from this farm in that crop year, but in no case on an amount greater than the production allotment for that year, less the pro rata share per ton of the administrative expenses for that crop year as provided in section 16.
-Sec. 18.

5. Tobacco Adjustment Plan

b. 1934 Tobacco Contracts

(1) Administrative Rulings Pertinent

Determination of second adjustment payment under a Burley, fire-cured, or dark air-cured tobacco contract.

See: Tobacco Administrative Ruling No. 39, T-77, Supp. 21 (Mar. 1, 1935)

Deduction from Payment in case of non-compliance with terms of contract.

See: Tobacco Administrative Ruling No. 40, T-77, Supp. 22 (Mar. 5, 1935)

1935 Payments

Flue-cured tobacco contracts with base tobacco acreage of 3.2 acres or less.

Increase or decrease in base acreage or production found by County Committee to be abnormally low or higher than the correct figures, respectively.

See: Tobacco Administrative Ruling No. 41, Form T-77, Supp. 24, (Feb. 26, 1934).

No payments for 1935 in optional allotment is accepted by Contracting Producers with Base Tobacco Acreage of 1.2 Acres or Less; Burley, Fire-Cured, and Dark Air-Cured Tobacco.

See: Tobacco Administrative Ruling No. 42, Form T-77, Supp.25, (Feb. 23, 1935).

Amount of second payment in event acreage planted in 1935 exceeds 66-2/3% of the Base Tobacco Acreage.

Pa. Type 41 and N.Y. Pa. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

See: Tobacco Administrative Ruling No. 44, Form T-179, (Mar. 29, 1935).
See also Tobacco Administrative Ruling No. 45, Form T-180 (Mar. 29, 1935) (cases where Rider A (Form T-91) has not been executed.

Rental Payment of $12.00 per acre for optional rental of additional 10% of base tobacco acreage to Secretary of Agriculture.

See: Tobacco Administrative Ruling No. 47, Form T-77, Supp. 30 (May 1935)

See: Rider B to be attached to Burley Type 31, Fire-cured Types 21, 22, 23 and 24, or Dark Air-cured Types 35, 36 and 37 tobacco production adjustment contracts for those growers who did not sign in 1934. (Form T-164, Dec. 1934)

(j) For the year 1935 there shall be made to the producer with respect to each rented acre, and porportionately for any fractional acre (computed to the nearest tenth), (a) a rental payment of twenty dollars ($20), if the contract is for Burley tobacco, or (b) twelve dollars ($12), if the contract is for fire-cured or dark air-cured tobacco: Provided, that there shall have been presented to the Secretary proof satisfactory to him that, up to the date of presentation of such proof, the producer has performed all the terms and conditions of said form contract on his part to be performed.

(k) There shall be made other payments as follows:

(1) The pro rata share of the administrative expenses of the Tobacco Production Control Association for the county named in the form contract will be paid to said Association.

(2) A first adjustment payment and a second adjustment payment (less the pro rata share of the administrative expenses of the Tobacco Production Control Association) based upon the net sale value of the 1935 tobacco crop of this farm, which shall be at such rates to be determined by the Secretary as will tend to give producers the fair exchange value for that portion of their 1935 production which is equal to domestic consumption.

(3) If the amount of the 1935 tobacco crop of this farm is grown for market is for any reason less than the initial production allotment, then there shall be made, at the time of the second adjustment payment a deficiency payment computed as follows: (a) Two cents (2¢) for each pound that said amount falls short of the initial production allotment, if the contract is for Burley tobacco; or (b) one and one-fourth cents (1-1/4¢) for each pound that said amount falls short of the initial production allotment, if the contract is for fire-cured or dark air-cured tobacco.

(l) The adjustment and deficiency payments provided for in paragraph (k) of this rider shall be made after there has been presented to the Secretary proof satisfactory to him (1) that the producer has fully performed all the terms and conditions of this contract on his part to be performed, and (2) of the net sale value of the 1935 tobacco crop of this farm; provided, that such proof of performance and net sale value shall be presented to the Secretary prior to May 1, 1936.

The said adjustment and deficiency payments shall be paid to the producer unless the tobacco produced on this farm in 1935 is produced with the aid of one or more share-tenants and/or share-croppers, in which event such payments shall be paid to the person designated as trustee by the producer and such share-tenants and/or share-croppers on this farm as had an interest in such tobacco at the time of sale thereof. Such designation shall be on forms to be approved by the Secretary, said trustee shall distribute the adjustment payments to those so designating him as trustee as their interests may appear, in the same proportion as the net sale values of the respective shares of such persons in the tobacco produced for market on this farm in 1935 bear to the net sale value of the total amount of such tobacco. Said trustee shall distribute the deficiency payment in such manner as may be specified in written instructions signed by such persons and delivered to the trustee at the time of his designation.

Rider B to be attached to Burley Type 31, Fire-cured Types 21, 22, 23 and 24, or Dark Air-cured Types 35, 36 and 37 tobacco production adjustment contracts for those growers who did not sign in 1934.
(Form T-164, Dec. 1934)

First Payments and Second Payments

See Notice of Exercise of Privilege of Secretary of Agriculture, with respect to 1935 production of tobacco under the following contracts:

- Georgia-Florida Type 62 (Form T-165, Dec. 1934)
- Penn. Type 41 and New York-Penn. Type 53, Where Rider A (Form T-90) has been executed (Form T-177, March, 1935)
- Penn. Type 41 and New York-Penn. Type 53, Where Rider A (Form T-90) has not been executed (Form T-178, March, 1935)
- Miami Valley Types 42, 43 and 44, Where Rider A (Form T-91) has been executed (Form T-179, March, 1935)
- Miami Valley Types 42, 43 and 44, Where Rider A (Form T-91) has not been executed (Form T-180, March, 1935)
- New England Types 51 and 52, Where Rider A (Form T-92) has been executed (Form T-181, March, 1935)
- New England Types 51 and 52, Where Rider A (Form T-92) has not been executed) (Form T-182)
- Wisconsin Types 54 and 55, Where Rider A (Form T-93) has been executed (Form T-183, March, 1935)
- Wisconsin Types 54 and 55, Where Rider A (Form T-93) has not been executed (Form T-184, March, 1935)

c. 1935 Tobacco Contracts

There shall be paid to the producer a benefit payment of $6 for each acre (and proportionately for a fraction of an acre, computed to the nearest tenth) of the difference between the tobacco acreage allotment and the base tobacco acreage. The payment shall be made after there has been presented to the Secretary proof satisfactory to the Secretary of the performance of the contract by the producer.
-Sec. 11

Special Base Tobacco Contract Form T-173, Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

If a new contract is entered into with the Secretary of Agriculture for the reduction of wheat acreage on this farm, adjustment payments shall be made with respect to the crop year 1936 and the subsequent crop years covered thereby under the new contract and according to the terms thereof. Immediately upon acceptance of the new contract, the terms and conditions of paragraph 4 of this contract shall cease to be in force and effect.
-Sec. 5, 1935 Supp. Wheat Contract

The first installment of the adjustment payment with respect to the wheat crop for the year 1935 provided for in paragraph 19 of the wheat allotment contract shall be made in accordance with the terms and conditions of that paragraph. The second installment of that adjustment payment shall be made after proof of compliance (in such manner as may be prescribed by the Secretary) with the terms and conditions of this Supplementary Wheat Contract with respect to reduction of the acreage seeded to wheat on this farm for the crop year 1936, and also, if a new contract has been entered into with respect to this farm, with the terms and conditions of the new contract.
-Sec. 9.

(1) Administrative Rulings Pertinent

Failure to plant minimum acreage for 1935, proportionate amount of adjustment payments.

See Wheat Admin. Ruling No. 41, dated May 23, 1935.

Before the 2nd installment of any adjustment payment is made under a contract there shall be furnished to the Secretary proof of compliance with terms of the contract sufficient in the discretion of the Secretary to justify the making of such payment.

Amendment to Section 503 of Wheat Regulations, Series 2, Rev. 1, Amendment 1, W.R. Series 2, No. 2.

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

Amount of Payments.--The Secretary shall, as a consideration for the performance by the producer of all the terms and conditions of this contract, and in the manner and at the times specified in paragraph 4 hereof, make

(1) a first adjustment payment at a rate of 81 cents per barrel of rice, and

(2) a second adjustment payment at a rate per barrel of rice, uniformly applicable to all such contracts, to be determined by the Secretary,

upon an amount of rice determined in the manner specified in subparagraph (a) or (b) of this numbered paragraph, whichever shall apply:

(a) If the producer's total share of the acreage planted to rice in 1935 on all the farm(s) covered by this contract is not more than 100 percent nor less than 85 percent of the producer's allotment, such payment shall be made upon that number of barrels of rice which equals 85 percent of the producer's quota.

(b) If the producer's total share of the acreage planted to rice in 1935 on all the farm(s) covered by this contract is less than 85 percent of the producer's allotment, such payments shall be made upon that number of barrles of rice which bears the same ratio to the producer's quota that the producer's total share of the acreage planted to rice in 1935 on all such farms bears to the producer's allotment.

-Sec. 3.

Time of Payments.

(a) The first adjustment payment shall be made as soon as practicable after August 1, 1935, provided that proof satisfactory to the Secretary, of compliance with the terms and conditions of this contract, has been submitted to the Secretary or his authorized agent.

(b) The second adjustment payment shall be made as soon as practicable after December 1, 1935, provided that proof satisfactory to the Secretary, of compliance with the terms and conditions of this contract, has been submitted to the Secretary or his authorized agent.

-Sec. 4

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Production Adjustment Contract except that the bag measure instead of barrel is used and the first adjustment payment is 50¢ per bag of rice.

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

A "barrel" means 162 pounds of rough rice.

A "bushel" means 45 pounds of rough rice.

Southern Rice Admin. Ruling No. 1 (April 18, 1935)

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Same as above

Calif. Rice Admin. Ruling No. 1 (April 18, 1935)

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Payments in case of excess planting.

See: Southern Rice Admin. Ruling IX, Form Rice 31, Supp. No. 3, June 1935

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

"Producer's share of the rice acreage planted" and the "producer's share of the acreage planted to rice in 1935" each means, with respect to any farm, that acreage which bears the same ratio to the total rice acreage planted on that farm in 1935 (as determined upon checking compliance with the Contract in the manner prescribed by the Secretary) that the acreage allocated by the producer to that farm in a Declaration bears to the total rice acreage allocated in such Declaration to that farm.

Southern Rice Amin. Ruling No. 1 (April 18, 1935)

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

Same as above

Calif. Rice Admin. Ruling No. 1 (April 18, 1935)

C. MANNER OF PAYMENT AND PARTICIPATION IN PAYMENTS [1]

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

Corn reduction payments and hog reduction payments are to be divided between the producer and landlord in the proportion set forth in the contract.

-See: Corn-Hog Contract, Part VI

We, the stock-share landlord, the producer, and all share-croppers who are contributing to the hog base or have an interest in the corn planted or to be planted on the farm described in the annexed contract, represent that we have determined our respective interests in reduction payments to be made under said contract, as follows:

Interests in the hog payment have been determined in accordance with each of our contributions to the annual average number of hogs produced for market from 1932-33 litters;

Interests in the corn payment have been determined in proportion to our respective interests in the corn acreage to be planted on said farming unit in 1934, or the proceeds thereof, before deduction of the contracted acres.

* * *

We agree that the Secretary of Agriculture may, in his discretion, appoint a trustee or trustees to receive and disburse all or any part of our share or shares of any one or more of us in the payments to be made under said contract. In the event of appointment of a trustee, payment by the Secretary of any installments due or to become due under said contract to such trustee shall discharge the Secretary of all liability therefor.

-Rider A to Corn-Hog Reduction Contract

(1) Administrative Rulings Pertinent

Division of corn and hog reduction payments as between producer and landlord:

(a) If all the contracted acres are located on land rented in 1934 by the producer as tenant under the crop-share lease * * *

(b) If part but not all of the contracted acres are located on land rented by the producer in 1934 under a crop-share lease * * *

(c) If all or part of the farm is rented in 1934 by the producer as tenant under a stock-share lease or agreement * * *

-See: Corn-Hog Admr. Ruling No. 9 (Dec. 28, 1933)

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[1] See: Effect of Change of Legal Status

Payments where farming units are operated with the aid of share-croppers are to be divided in the manner set forth in Rider A to the Corn-Hog Reduction Contract.

-See: Corn-Hog Admr. Ruling NO. 50 (March, 1934)

b. 1935 Corn-Hog Contract

Corn adjustment payments and hog adjustment payments are to be divided between the producer and landlord in the proportion set forth in Part V of the contract.

-See: Corn-Hog Contract, Part V

We, the undersigned and each of us represent that opposite our respective signatures we have designated each of our contributions to the hog base, each of our adjusted farm slaughter bases, each of our feeder pig bases, and each of our interests in the corn acreage to be planted on the farming unit in 1935, and we agree that the corn payment under such contract shall be distributed among us in proportion to our respective interests in the corn acreage to be planted on the farming unit in 1935, and that the hog payment under the contract shall be distributed to us in accordance with our contributions to the hog base.

We, the undersigned and each of us agree that the hog reduction required by such contract shall, as far as mathematically possible, be made by us in accordance with our contributions to the hog base, and each of us further agrees that we will individually comply with section 5 of such contract. It is understood that in computing the hogs produced for market from 1935 litters, the producer and stock-share landlord may not utilize the undersigned share-croppers' adjusted farm slaughter bases for the purpose of increasing the number of hogs which may be produced for market in 1935 by such producer and stock-share landlord, by decreasing below the total of all the share-croppers' adjusted farm slaughter bases the number of hogs from 1935 litters which such share-croppers may so utilize.

We agree that the Secretary of Agriculture may, in his discretion, appoint a trustee or trustees to receive and disburse all or any part of our shares or the share or shares of any one or more of us in the payments to be made under said contract. In the event of appointment of a trustee, payment by the Secretary to such trustee of any installments due or to become due under said contract shall discharge the Secretary of all liability therefor.

-Rider A to Corn-Hog Contract (Form C.H. 101c)

(1) Administrative Rulings Pertinent

Division of corn and hog payments as between producer and landlord.

-See: Corn-Hog Admr. Ruling No. 111 (Dec. 1934)

Payments where farming unit is operated with the aid of sharecroppers.
-See: Corn-Hog Admr. Ruling No. 131 (Dec. 1934)

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

(1) Regulations Pertinent

Checks representing cash benefits may be made payable to the producer and a lienholder or lienholders, jointly, if request therefor be made in the offer.

Where, from the offer form, it appears that ownership of the cotton crop is in more than one person, as in the case of partnerships, husband and wife, or two or more producers signing the same offer, or cases where the legal relationship of parties interested in the offer of a cotton crop is uncertain, but it is apparent that all have an interest in the crop, payment may be made by check payable to all so interested in the crop as their interests may appear.
-Cotton Regulations, Series 1, Sec. 206

b. 1934 and 1935 Cotton Acreage Reduction Contract

Rental Payments

All rental payments shall be made to the producer (subject to the provisions of paragraph 13 of the contract).
-See: 1934 and 1935 Cotton Contract, Sec. 10

All rental payments due under this contract, except as provided in paragraph 12, shall be paid by check payable to: _____ (blank for payee).
-See: 1934 and 1935 Cotton Contract, Sec. 13

In the event this farm is operated by a managing share-tenant, said tenant shall sign this contract with the owner or his legally authorized agent who must submit his authority to act, and each installment of the rental payments under this contract shall be divided as follows:

Fifty percent (50%) to . . . . . as owner,
Fifty percent (50%) to . . . . . (producer who is a managing share-tenant)
-1934 and 1935 Cotton Contract, Sec. 12

Parity Payments

The total amount of said payment [parity payment], or, if

paragraph 12 is applicable, that portion of said payment therein provided for as the producer's share, shall be paid to the producer. In the event that cotton is produced on this farm in 1934, by share tenants and/or share croppers, the producer agrees that he will pay to each such share tenant and/or share cropper upon such tenant's or cropper's share of the cotton produced by him on this farm in 1934, a sum computed at the rate of such parity payment as is made to the producer. This provision of this contract shall not be construed as establishing a right in any share tenant and/or share cropper as against the Secretary, but is intended to obligate the producer to pay to the share tenants or share croppers proportionate benefit of the "parity payment" which may be made by the Secretary to the producer pursuant to this contract. The Secretary may at any time after 30 days from the date of such parity payment to the producer require the producer to present a receipt from each share tenant or share cropper--or, in the event of his prior death, from his next of kin--witnessed by the nearest postmaster or any officer of the county in which the cotton was produced, showing that such tenant or cropper has received from the producer his proportionate share of the parity payment as above set forth, or its equivalent value in supplies or other benefits; or, in lieu of such receipt, the producer shall present satisfactory evidence that at the time of the receipt by the producer of the parity payment, such tenant or cropper had abandoned this farm and that the producer has made diligent effort to ascertain the address of such tenant or cropper and has been unable so to do.

-1934 and 1935 Cotton Contract, Sec. 10

In the event that this farm is operated by a managing share-tenant, said tenant shall sign this contract with the owner or his legally authorized agent who must submit his authority to act, and the parity payments due under this contract shall be divided according to their respective interests in the crop:

. . . . . percent to . . . . . as owner.

. . . . . percent to . . . . . (producer who is a managing share-tenant)

and separate checks shall be issued to the owner and, subject to paragraph 10, to the producer.

-1934 and 1935 Cotton Contract, Sec. 12

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

In the event that peanuts are produced on this farm in 1935 by any share-tenants and/or share-croppers, the producer agrees that he will receive the benefit payment provided for in paragraph 16 in trust to pay to each such share-tenant and/or share-cropper, who produces (or, in the event that production is rendered impossible by drought

or other natural causes, enters upon the production of) peanuts on this farm in 1935, a part of such benefit payment computed as follows:

To each such share-tenant and/or share-cropper who produced (or, in the event that production was rendered impossible by drought or other natural causes, entered upon the production of) peanuts on this farm in 1934 a part of such benefit payment which bears the same ratio to the total of such benefit payment as such share tenant's and/or share cropper's share of the peanuts produced by him in 1934 bears to the total peanut production on this farm in 1934, provided, however, that such part of the benefit payment shall be a sum at least equal to a fraction (to wit, that fraction which represents the share to which such share-tenant and/or such share-cropper would be entitled in any peanuts grown by him on this farm in 1935) of $2 per acre of the allotted peanut acreage allowed to this farm which was planted to peanuts by such share-tenant and/or share-cropper in 1935.

To each such share-tenant and/or share-cropper who did not produce peanuts on this farm in 1934 a part of such benefit payment which shall be a fraction of the sum which would have been paid to those share-tenants and/or share-croppers who produced peanuts on this farm in 1934 but who did not produce peanuts on this farm in 1935 had such latter share-tenants and/or share-croppers produced peanuts in 1935. The fraction of the above sum to which each such share-tenant and/or share-cropper who did not produce peanuts on this farm in 1934 shall be entitled shall be equal to the fraction of the total allotted peanut acreage allowed to this farm constituted by the acreage planted to peanuts by such share-tenant and/or share-cropper in 1935; Provided, however, that such part of the benefit payment shall be a sum at least equal to a fraction (to wit, that fraction which represents the share to which such share-tenant and/or such share-cropper would be entitled in any peanuts grown by him on this farm in 1935) of $2 per acre of the allotted peanut acreage allowed to this farm which was planted to peanuts by such share-tenant and/or share-cropper in 1934.

Within thirty days after receipt of the benefit payment, the producer agrees, if requested by the Secretary, to make a full accounting, on forms to be furnished by the Secretary, of the discharge of the trust provided in this paragraph.
-Peanut Contract, Sec. 17

All payments under this contract shall be made to the producer except as herein otherwise provided.* * *[1]
-Peanut Contract, Sec. 18

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[1] See: Effect of Change of Legal Status

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

All payments under this contract shall be made to the producer except as provided under this section and sections 24 and 25 * * * [1]
-See: Sugar Beet Contract, Sec. 23

If the producer is a share-tenant, all payments shall be made to the producer and landlord separately according to their respective interests in the crop as determined by their rental agreement. For the purpose of making such payments, the producer shall set forth below the name of his landlord, with his interest in the crop, and shall have such landlord execute below his agreement to such division. The Secretary shall make payments to the producer and the landlord according as their respective interests shall so appear. * * *

In the event any such interest changes, the producer shall execute and submit to the Secretary, a form to be supplied by the Secretary, containing information which will indicate the persons to whom payment shall thereafter be made under this contract.
-Sugar Beet Contract, Sec. 24

In the event that sugar beets are or were produced in any year with the aid of share-tenants and/or share-croppers, payments for such year shall be paid to the producer and the share-tenants and/or share-croppers according to their respective interests in the crop as determined by their respective rental agreements. For the purpose of making such payments, the producer shall set forth below the names of all his share-tenants and/or share-croppers with their respective interest in the crop, and shall have each such share-tenant and/or share-cropper execute below their agreement to such division. The Secretary shall make payments to the producer and the share-tenants and/or share-croppers according as their interest shall so appear. * * *

In the event any such interest changes, the producer shall execute and submit to the Secretary, a form to be supplied by the Secretary, containing information which will indicate the persons to whom payment shall thereafter be made under this contract.
-Sugar Beet Contract, Sec. 25

As to manner of refund payment and participation therein.
-See: Supplement to Sugar Beet Contract (Form Sugar 3-C)

b. Sugarcane Production Adjustment Contract (Louisiana)

Provisions in Louisiana Sugarcane Contract are substantially identical with those in Sugar Beet Contract. However, Louisiana Sugarcane Contract does not provide for any refund payments.
-See: Louisiana Sugarcane Contract, Secs. 23,24,25

c. Philippine Sugarcane Production Adjustment Contract [1]

All payments under this contract shall be paid to the planter except as provided under this Paragraph 26. In the event of any of the contingencies listed below in paragraphs (a), (b) and (c) of this paragraph 26 payments which have accrued at the time of such contingency shall or may be paid as therein provided. A payment shall be deemed to have accrued if at the time of the happening of such contingency, the planter has performed the conditions precedent, except requirements of proof, to such payment.

-Philippine Sugarcane Contract, Sec. 26

5. Tobacco Adjustment Plan [1]

a. 1933 Tobacco Contracts

The producer authorizes the Secretary or the latter's authorized agent to make payment of any money due to the producer under the terms of this contract to . . . as trustee for the producer and the following named persons by mailing the same to said trustee at . . . . and the Secretary shall not be obliged to see to the application of the proceeds of any such payments so made to said trustee.

-Georgia-Florida Type 62 Contract (Form T 10), Sec. 16
-Miami Valley Types 42,43,44 Contract, Sec. 22
-New England Types 51 and 52 Contract, Sec. 22
-Penn. Type 41 and New York-Penn. Type 53 Contract, Sec. 22
-Wisconsin Types 54 and 55 Contract, Sec. 22

In the event Rider A is executed so as to become part of the contract, see sections 8 and 9 of Rider A to the following contracts:

-Miami Valley Types 42,43,44
-New England Types 51 and 52
-Pennsylvania Type 41 and New York-Pennsylvania Type 53
-Wisconsin Types 54 and 55

b. 1934 Tobacco Contracts

All rental payments due to the producer under this contract shall be paid by checks drawn payable to _____.

-Burley Type 31 Contract, Sec. 24
-Dark Air-cured Types 35,36,37 Contract, Sec. 24
-Fire-cured Types 21,22,23,24 Contract, Sec. 24
-Flue-cured Types 11,12,13,14 Contract, Sec. 25
-Puerto Rican Type 46 Contract, Sec. 25

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[1] See: Amount and Time of Payments

Each adjustment payment and the deficiency payment provided for by this contract shall be paid to the producer unless the tobacco produced on this farm in 1934 is produced with the aid of share-tenants and/or share-croppers. In the event that such tobacco is produced with the aid of share-tenants and/or share-croppers, such payments shall be paid to the producer if designated as trustee (or to such other person as may be designated as trustee) by the producer and such share-tenants and share-croppers on this farm as have at the time of such designation an interest in the tobacco produced on this farm in 1934. Such designation shall be on forms to be approved by the Secretary. Said trustee shall distribute the first adjustment payment to those so designating him as trustee in the same proportion as their respective interests in the tobacco acreage grown on this farm in 1934 bear to the total tobacco acreage so grown, unless those so designating the trustee shall specify some other method of distribution in written instructions signed by such persons and delivered to the trustee at the time of his designation. Said trustee shall distribute the second adjustment payment to those so designating him as trustee, as their interests may appear, in the same proportion as the net market values of the respective shares of such persons in the tobacco produced for market on this farm in 1934 bear to the net market value of the total amount of such tobacco, and shall distribute the deficiency payment to such persons in such manner as may be specified in written instructions signed by such persons and delivered to the trustee at the time of such designation.

-Burley Type 31 Contract, Sec. 23
-Dark Air-cured Types 35,36,37 Contract, Sec. 23
-Fire-cured Types 21,22,23,24 Contract, Sec. 23
-Flue-cured Types 11,12,13,14 Contract, Sec. 23 [1]
-Maryland Type 32 Contract, Sec. 19 [1]

(1) Administrative Rulings Pertinent

Division of rental payments where farms cash rented for 1934 only.

-See: Tobacco Admr. Ruling No. 19 (Feb. 1934) which is applicable to the Burley, Dark Air-cured, Fire-cured, Flue-cured, and Maryland Contracts. See, also, in this connection Supplement to Tobacco Production Adjustment Contract (Form T-83).

Proportion of first adjustment payment to share-tenants and share-croppers.

-See: Tobacco Admr. Rulings No. 8 and No. 20 applicable to the Burley, Dark-Air-cured, and Fire-cured Contracts.

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[1] The wording in this contract varies slightly from that of the provision set forth. Under Maryland Type 32 Contract, rental payments are to be distributed in like manner.

The said adjustment and deficiency payments shall be paid to the producer unless the tobacco produced on this farm in 1935 is produced with the aid of share-tenants and/or share-croppers, in which event such payments shall be paid to the person designated as trustee by the producer and such share-tenants and share-croppers on this farm as had an interest in such tobacco at the time of sale thereof. Such designation shall be on forms to be approved by the Secretary. Said trustee shall distribute the adjustment payments to those so designating him as trustee as their interests may appear, in the same proportion as the net sale values of the respective shares of such persons in the tobacco produced for market on this farm in 1935 bear to the net sale value of the total amount of such tobacco. Said trustee shall distribute the deficiency payment in such manner as may be specified in written instructions signed by such persons and delivered to the trustee at the time of his designation.

-See: Notice of Exercise of Privilege of the Secretary of Agriculture with respect to 1935 production of tobacco under the following Tobacco Production Adjustment Contracts:

-Burley Type 31
-Dark Air-cured Types 35,36,37
-Fire-cured Types 21,22,23,24
-Flue-cured Types 11,12,13,14

Each payment provided for by this contract shall be paid to the producer unless the tobacco produced on this farm in 1934 is produced with the aid of share-tenants and/or share-croppers. In the event that such tobacco is produced with the aid of share-tenants and/or share-croppers, such payments shall be made to such person as may be designated by the landlord jointly with such share-tenants and share-croppers on this farm, as have, at the time of such designation, an agreement with the landlord to produce tobacco on this farm in 1934, to act as trustee for them and for the Secretary for the purposes and in the manner provided herein. Such designation shall be on the form provided herein. A person so designated as trustee shall distribute the payment to those so designating him as trustee in the same proportion as their respective interests in the tobacco acreage grown on this farm in 1934, bear to the total tobacco acreage so grown, which proportions shall be specified in said designation of trustee by each person signing the same according to his interest, and shall be responsible as trustee to the Secretary to see that distribution is so made, it being expressly understood and agreed that the Secretary shall have no duty or obligation to see that distribution is so made, but that the Secretary shall have the right to enforce performance of said trust by the trustee.

-Georgia-Florida Type 62 Contract, Sec. 23
-Puerto Rican Type 46 Contract, Secs. 24 and 26 [1]

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[1] Some variance in wording but provision substantially the same; separate provision in Puerto Rican Contract for rental payments.

Each price-equalizing payment provided for by this contract shall be paid to the producer unless the tobacco produced on this farm in 1933 and sold through an auction warehouse market prior to and including October 28, 1933, was produced with the aid of share tenants and/or share croppers. In the event that such tobacco was produced with the aid of share tenants and/or share croppers, each price-equalizing payment shall be paid to the producer if designated as trustee (or to such other person as may be designated as trustee) by the producer and such share tenants and share croppers on this farm as at the time of such sale had an interest in such tobacco. Such designation shall be on forms to be approved by the Secretary. Said trustee shall distribute such payment to those so designating him as trustee, as their interests may appear, in the same proportion as the net market values of the respective shares of such persons in such tobacco bore to the net market value of the total amount of such tobacco.

-Flue-cured Types 11,12,13,14 Contract, Sec. 24

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

(a) If this farm is at any time during the existence of this contract operated by a tenant under a cash lease, he shall be considered the producer for the duration of such lease and he shall be entitled to adjustment payments with respect to each entire crop year if his lease exists during that portion of such crop year in which the wheat crop for such year was produced and harvested on this farm and if he is a party to this contract or becomes a party to this contract in the manner hereinafter provided in subparagraph (f) of this paragraph (12). The existence and duration of any such lease shall, for the purposes of this contract, be finally and conclusively determined by the County Allotment Committee.

(b) If this farm was operated by a share tenant during the period of the production and harvesting of the 1933 crop on this farm, such tenant shall receive his proportion of the adjustment payments for the crop year 1933 as set forth in the footnote hereto.

(c) If this farm is operated by a share tenant during that portion of the crop year 1934 in which the wheat crop for such year is produced and harvested on this farm, such tenant shall receive that proportion of the adjustment payments for said entire crop year fixed in the footnote to subsection (b) of this paragraph 12 provided that this farm was, during the period of the production and harvesting of the 1933 crop, operated under a share lease, and in the event this farm was not so operated during such period said share tenant shall receive such proportion of the adjustment payments for the crop year 1934 as may be fixed by the County Allotment Committee, based upon the share lease or leases under which this farm was operated during the base period, and in the event that there was no share lease during the

base period said share tenant shall receive such proportion of the adjustment payments for the crop year 1934 as may be agreed upon between him and his landlord and is certified to by the County Allotment Committee.

(d) If this farm is operated by a share tenant during that portion of the crop year 1935 in which the wheat crop for such year is produced and harvested on this farm, such tenant shall receive that proportion of the adjustment payments for said entire crop year fixed in the footnote to subsection (b) of this paragraph 12 provided that this farm was, during the period of the production and harvesting of the 1933 crop, operated under a share lease, and in the event this farm was not so operated during such period said share tenant shall receive such proportion of the adjustment payments for the crop year 1935 as may be fixed by the County Allotment Committee, based upon the share lease or leases under which this farm was operated during the base period, and in the event that there was no share lease during the base period said share tenant shall receive such proportion of the adjustment payments for the crop year 1935 as may be agreed upon between him and his landlord and is certified to by the County Allotment Committee.

(e) At any time a party hereto shall cease to have any legal relation to this farm, he shall thereupon cease to be a party hereto and (subject, however, to the provisions set forth in this paragraph (12)) his right to all adjustment payments thereafter shall cease.

(f) Any person who has not executed this contract, or any person who, having executed this contract, changes his legal relation to this farm, and who may under the terms of this paragraph be entitled to any adjustment payment, or part thereof, may, with the approval of the County Allotment Committee, become or remain, as the case may be, a party to this contract by executing a form therefor prescribed by the Secretary, and shall thereafter be entitled, as provided in said form, to adjustment payments, or parts thereof.

-Wheat Allotment Contract, Sec. 12

(1) <u>Administrative Rulings and Regulations Pertinent</u>

No adjustment payments will be made under a wheat allotment contract to anyone other than a "producer" in the sense that such term is used in the contract. Said term, as thus used, includes the landlord, if there be one, but the landlord shares in the adjustment payments only in case, and to the extent that he has shared in the crop under a share lease. No interest in the crop arising out of a creditor relationship to the farm operator, or any other relationship to him other than that of landlord, will be recognized in the distribution of adjustment payments among wheat producers.

-Wheat Admr. Rulings, No. 15

Division of adjustment payments where farm is operated under a share lease for either or both of the 1934 and 1935 crop years and such farm was not operated under a share lease for the 1933 crop year.

-See: Wheat Regulations, Series 2, Sec. 507

Manner of payment where there is a joint wheat allotment contract and compliance on farms operated by tenants of a single owner.

-See: Wheat Admr. Ruling No. 23

C. MANNER OF PAYMENT AND PARTICIPATION IN PAYMENTS

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

See also Form No. C.H.101d, Waiver of Corn Adjustment Payment by Share-Cropper, pursuant to Administrative Ruling No. 137, to be attached to Rider A of the contract.

(1) Administrative Rulings Pertinent

Removal of restrictions on number of pigs purchased contained in section 5 of the contract and in Ruling 131 on the number of feeder, stocker and breeding hogs which may be purchased by contract signers and restrictions on the number of pigs which may be fed for others by contract.
--Corn-Hog Adm. Ruling No. 134 (Jan. 25, 1935)

Division of payments in case of sale of land.
--See Corn-Hog Adm. Ruling No. 138 (March 25, 1935)

Amendment to Ruling 131, Waiver by sharecropper of his share in the corn payments.
--See Corn-Hog Adm. Ruling No. 137 (March 15, 1935)

Death of Stock-Share Landlord--Permissible Hog Production by Producer.
--See Corn-Hog Adm. Ruling No. 141 (April 22, 1935)

2. Cotton Adjustment Plan

c. 1934 and 1935 Cotton Acreage Reduction Contract [1]

Rental Payments

All rental payments shall be made to the producer (subject to the provisions of paragraph 12 of the contract).
--See 1934 and 1935 Cotton Contract, Sec. 10.

The rental payment due under this contract for 1935, except as provided in paragraph 12, shall be paid by check drawn payable to:_____(blank for payee).
--See 1934 and 1935 Cotton Contract, Sec. 13.

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[1] This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

In the event that this farm is operated by a managing-share tenant[5] said tenant shall sign this contract with the landlord or his legally authorized agent, which agent must attach to the original of this contract his authority to act, and each installment of the rental payments due under this contract in 1935 shall be divided as follows, to:

Landlord_____
(Name) (Type or print)

_____, fifty percent (50%),
(Address)

Producer who is a managing-share tenant_____
(Name)

_____fifty percent (50%).
(Type or print) (Address)

-1934 and 1935 Cotton Contract, Sec. 12.

Parity Payments

The total amount of said payment [parity payment], or, if paragraph 12 is applicable, that portion of said payment therein stated as the producer's share, shall be paid to the producer. In the event that cotton is produced on this farm in 1935 by share-tenants and/or share-croppers, the producer agrees that he will pay to each such share-tenant and/or share-cropper upon such tenant's or cropper's share of the cotton produced by him on this farm in 1935 a sum computed at the rate of such parity payments as is made to the producer. This provision of this contract shall not be construed as establishing a right in any share-tenant and/or share-cropper as against the Secretary, but is intended to obligate the producer to pay to the share-tenants or share-croppers proportionate benefit of the "parity payment" which may be made by the Secretary to the producer pursuant to this contract. The Secretary will, after thirty (30) days from the date of such parity payment to the producer, require the producer to present a receipt, on a form provided for that purpose, from each share-tenant or share-cropper--or, in the event of his prior death, from his next of kin-showing that such tenant or cropper has received from the producer his proportionate share of the parity payment as above set forth, or its equivalent value in supplies or other benefits; or, in lieu of such receipt, the producer shall present satisfactory evidence that at the time of the receipt by the producer of the parity payment such tenant or cropper had abandoned this farm and that the producer has made diligent effort to ascertain the address of such tenant or cropper and has been unable so to do. In the event the producer shall fail or refuse to make payment to any share-tenant or share-cropper of his proportionate share of the parity payment as above set forth, or to produce the evidence above indicated, the producer hereby agrees

[5] A managing-share tenant is a share tenant who furnishes the work-stock, equipment, and labor used in the production of cotton and who manages the operation of this farm.

to forfeit and pay to the Secretary twice the amount of such share of the parity payment, which sum, when collected from the producer, shall be paid to such share-tenant or share-cropper as the case may be.
-1934 and 1935 Cotton Contract, Sec. 10.

In the event that this farm is operated by a managing-share tenant[5] said tenant shall sign this contract with the landlord or his legally authorized agent, which agent must attach to the original of this contract his authority to act, and the parity payment due under this contract shall be divided according to their respective interests in the crop to:

Landlord_____, _____ percent,
(Name) (Type or print) (Address)
Producer who is a managing-share tenant_____
(Name) (Type or
_____, _____ percent, and separate
print) (Address)
checks shall be issued to the landlord and, subject to paragraph 10, the producer.
-1934 and 1935 Cotton Contract, Sec. 12.

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

(1) Administrative Rulings Pertinent

See 17 (b) amended to read as follows:

"To each such share-tenant and/or share-cropper who did not produce peanuts on this farm in 1934 a part of such benefit payment which shall be a fraction of the sum which would have been paid to those share-tenants and/or share-croppers who produced peanuts on this farm in 1934 but who did not produce peanuts on this farm in 1935, had such latter share-tenants and/or share-croppers produced peanuts on this farm in 1935. The fraction of the above sum to which each such share-tenant and/or share-cropper who did not produce peanuts on this farm in 1934 shall be entitled shall be equal to the fraction of the total acreage planted to peanuts by all such new share-tenants and/or share-croppers in 1935 constituted

[5] A managing-share tenant is a share tenant who furnishes the work-stock, equipment, and labor used in the production of cotton and who manages the operation of this farm.

by the acreage planted to peanuts by such share-tenant and/or share-cropper in 1935; Provided, however, that such part of the benefit payment shall be a sum at least equal to a fraction (to wit, that fraction which represents the share to which such share-tenant and/or share-cropper would be entitled in any peanuts grown by him on this farm in 1935) of $2 per acre of the allotted peanut acreage allowed to this farm which was planted to peanuts by such share-tenant and/or share-cropper in 1935."

-Peanut Adm. Ruling 4, March 21, 1935
See also Form P.N. 15

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

Payment to Producer. All payments under this contract shall be made to the producer except as provided under this section and sections 23, 30 and 31.

In the event of the contingencies listed below in paragraphs (a), (b) and (c) of this section, payments which have accrued at the time of such contingency shall be paid as therein provided. A payment will be deemed to have accrued if at the time of the happening of such contingency the producer has performed the conditions precedent, except requirement of proof, to such payment.

(a) Death or disappearance. In the case of death or disappearance of the producer to the following person or persons jointly named hereinbelow by the producer:

Name of Persons	Addresses
_____	_____
_____	_____

(b) Incompetency. In the case of the incompetency of the producer; to his duly qualified guardian, or, if none has been appointed, to the following persons jointly named hereinbelow by the producer:

Name of Persons	Addresses
_____	_____
_____	_____

(c) Insolvency, etc. In the case the producer is involved, in insolvency, bankruptcy, garnishment, attachment or execution proceedings, or has voluntarily or involuntarily abandoned his farm, the Secretary may terminate the contract and make no further payments thereunder. Thereafter he may, in his discretion, pay to the producer, or apply for his benefit payments which have accrued.

When the Secretary has determined the existence or non-existence of a circumstance in the event of which payment is to be made to a designated person and has made any payment hereunder, in accordance with such determination, to the producer or to the designated person, the obligation of the Secretary with respect to the payment so made shall be discharged thereby and neither the producer, the designated party nor any other person shall have any right of action against the Secretary or The United States of America with respect thereto.

Payment shall not be made to the producer or to the person who succeeds him in the control of this farm, unless he planted, produced or harvested the crop of sugar cane as to which payments shall be made under this contract, but a person who succeeds the producer in the control of this farm shall not be entitled to a payment which has accrued as defined above, and is payable under this section to the producer or a designated person.

-Puerto Rico Sugar Cane Contract, Sec. 22.

Payment where Crop Lienholders.

(a) The advance payment for 1935 and 1936 payment shall be made by checks payable to the producer of such persons as are designated in sections 22, 30 and/or 31.

(b) The final 1935 payment shall be paid as follows: Upon submission to the Secretary by each lienholder of an itemized statement showing (1) the amount secured by his lien which was advanced to the producer for the 1935 crop year for production purposes, and (2) all payments received by the lienholder from the producer, which statement shall be approved as correct by the producer, said final payment shall be paid to such lienholder up to the difference between the amount of such production loans and all such payments received by the lienholder, the balance, if any, to be paid to the producer or other persons designated in section 22, 30 and/or 31, provided, however, that in the event that more than one lienholder has made such production loans, separate checks may be issued to each of such lienholders for the amount of their respective balances in the order of their priority.

(c) The subscribing lienholder(s), in consideration of the Secretary's undertaking to make payment of the final 1935 payment to him (them) as provided in paragraph (b), hereby waive(s) any claim to the advance 1935 payment, the 1936 payment, and to such part of the final 1935 payment as is not payable to said lienholder(s) pursuant to paragraph (b), which payments are to be made solely to the

producer or other person designated in sections 22, 30 and/or 31, and agree(s) not to bring or have brought any suit or proceedings to have said payments applied to any claim or debt.
-Sec. 23

Share tenant and/or sub-colono and landlord. If the producer is a share-tenant and/or sub-colono, payments shall be made to the producer and landlord according to their respective interests in the crop as determined by their rental agreement. For the purpose of making such payments the producer shall set forth below the names of all his landlords with their respective interest in the crop, and have each such landlord execute below, his agreement to such division. The Secretary shall make payments to the producer and the landlords according as their interest shall so appear.

Name of Landlord(s)	Address(es)	Percentage Share of Crop	Amount of Advance 1935 payment

-Total payment to landlord(s) $

In the event any such interest changes, the producer shall execute and submit to the Secretary a form, to be supplied by the Secretary, containing information which will indicate the persons to whom payment shall thereafter be made under this contract.
-Sec. 30.

Payment where Share-Tenants or Sub-Colonos. In the event that sugar cane is or was produced in any year with the aid of share-tenant and/or sub-colonos, payments for such year shall be paid to the producer and the share-tenants and/or sub-colonos according to their respective interests in the crop as determined by their respective rental agreements. For the purpose of making such payments, the producer shall set forth below the names of all his share-tenants and/or sub-colonos with their respective interests in the crop, and shall have each such share-tenant and/or sub-colonos execute below his agreement to such division. The Secretary shall make payments to the producer and the share-tenants and/or sub-colonos according as their interests shall so appear.
Sec. 31

e. Hawaiian Plantation-Producer's Sugarcane Production Adjustment Contract

Each installment of the Secretary's payment under this contract shall be made to the plantation-producer except as herein otherwise provided.
-Sec. 25, Subsec. E.

The plantation-producer agrees that he will receive so much of the Secretary's payments as are herein provided to be paid by the plantation-producer to adherent planters, in trust for such adherent planters and will pay the same over in the amounts, at the times and on the basis herein set forth. The interest and participation of the adherent planter in such payments, shall be on the following basis and shall be computed and ascertained in the manner following:

A. 1934 settlements with adherent planters.--Out of the first payment made by the Secretary the plantation-producer will pay to each adherent planter who delivered sugarcane to the plantation-producer during the calendar year 1934, pursuant to contract, a sum of money representing the additional amount that would be due such adherent planter under such contract if the payment due under such contract had been computed in accordance with such contract adjusted by considering that the price or proceeds of sugar to which the payment to the adherent planter is related in such contract had been increased by an amount of money per ton of sugar determined by dividing the total amount of such payment by the Secretary to the plantation-producer by the total number of tons of sugar, raw value, produced during the calendar year 1934 from the sugarcane of the plantation-producer and his adherent planters.

B. Subsequent settlements with adherent planters.--Out of the subsequent payments made by the Secretary the plantation-producer will pay to each adherent planter who delivers sugarcane to the plantation-producer pursuant to contract during the calendar years 1935, 1936, or 1937, a sum of money representing the additional amount which would be due such adherent planter under such contract, if the payment under such contract had been computed by considering that the price or proceeds of sugar to which the payment to the adherent planter is related in such contract was higher per ton during the calendar year in which such delivery was made than the basis provided in such contract, by an amount per ton of sugar determined by dividing the total amount of such subsequent payments made by the Secretary to the plantation-producer for such calendar year by the marketing allotment for such year (before any adjustment for deficiencies).

The expression "payments made by the Secretary for such calendar year" shall mean the total payments which are

computed pursuant to the provisions of section 25, by reference to the tax collected during a particular calendar year on the first domestic processing of sugarcane and sugar produced in the Territory of Hawaii, and in the case of payments made under section 25 C, such expression shall treat any additional payments thereunder as payments for such calendar year or years as the Secretary specifies at the time he makes such payments.

C. Payments on account.--Out of the periodic payments made from time to time by the Secretary, as hereinbefore provided, the plantation-producer will make payments on account to such adherent planters, such accounts to be adjusted promptly after the plantation-producer shall have received the total payments for each such crop year.

D. No deductions.--The plantation-producer will make no deductions on account of brokerage, or similar charges, from the amounts due to his adherent planters under this section.

E. Obligation of plantation-producer.--The provisions of this section and any other provision of this contract with respect to payments which the plantation-producer undertakes to make to his adherent planters, shall not be construed as establishing a right in any adherent planter as against the Secretary, but is intended to obligate the plantation-producer to pay to his adherent planters the sums provided out of the payments which the Secretary shall make pursuant to this contract.

--Sec. 27.

Undertaking of adherent planters.--In making payments to any adherent planter under any of the provisions of this contract, the plantation-producer further agrees that he will make such payments only to adherent planters, or their successors in interest, who execute a document in a form approved by the Secretary, in which, in consideration of the plantation-producer undertaking to make such payment, they agree:

A. That all such payments shall be received by the adherent planter and considered and held by him as income from the production of sugarcane on such planter's land, and that such payments shall be subject to the rights of all parties in privity of contract with such adherent planter with respect to such income.

B. That the adherent planter is complying, and will comply, with all provisions of this contract affecting such adherent planter, including the provisions respecting labor and adjudication of disputes arising in connection with contracts with the plantation-producer or in connection with any of the terms of this contract.

C. That insofar as this contract affects the adherent planter directly or indirectly he will cooperate fully with the plantation-producer in complying with its terms and conditions.

D. That the adherent planter, to the extent, and for the period, necessary to give effect to this contract, will waive any provision in any contract to which he is a party which conflicts with any of the terms of this agreement.

--Sec. 28.

Refund payment to a person who is not a party to the Adjustment Program on the 1935 crop.

-See: Form Sugar 17 (Jan. 10, 1935)

See: Supp. to Hawaiian Plantation Producers Sugarcane Adj. Contract, (Acceptance Agreement of Adherent Planter) (Form No. 5.001 Sugar)

f. Florida Sugarcane Production Adjustment Contract

If the producer is a share-tenant, payment shall be made to the producer and landlord according to their respective interests in the crop as determined by their rental agreement. For the purpose of making such payments, the producer shall execute and submit to the Secretary a form, to be supplied by the Secretary, containing information which will indicate the respective interests in the crop of himself and his landlord(s). The Secretary shall make payments to the producer and landlord(s) according as their interests shall so appear. In the event any such interest changes, the producer shall execute and submit to the Secretary a form, to be supplied by the Secretary, containing information which will indicate the persons to whom payment shall thereafter be made under this contract.

-Sec. 20.

In the event that sugarcane is or was produced in any year with the aid of share-tenants and/or share-croppers, payments for such year shall be made to the producer and share-tenants and/or share-croppers according to their respective interests in the crop as determined by their respective rental agreements. For the purpose of making such payments, the producer shall execute and submit to the Secretary a form, to be supplied by the Secretary, containing information which shall indicate the respective interests in the crop of himself and share-tenants and/or share-croppers. The Secretary shall make

payment to the producer and the share-tenants and/or share-croppers according as their interests shall so appear. In the event any such interest changes, the producer shall execute and submit to the Secretary a form, to be supplied by the Secretary, containing information which will indicate the persons to whom payment shall thereafter by made under this contract.
-Sec. 21.

5. Tobacco Adjustment Plan

b. 1934 Tobacco Contracts

(1) Administrative Rulings Pertinent

Joint Compliance for Tobacco Contracts other than Cigar-leaf types.

See Administrative Ruling No. 34, T-77, Supp. 16, (Jan. 5, 1935)

Deduction from Payment in Case of Non-compliance with terms of contract.

See: Tobacco Administrative Ruling No. 40, T-77, Supp. 22, (Mar. 5, 1935)

The said adjustment and deficiency payments shall be paid to the producer unless the tobacco produced on this farm in 1935 is produced with the aid of one or more share-tenants and/or share-croppers, in which event such payments shall be paid to the person designated as trustee by the producer and such share-tenants and/or share-croppers on this farm as had an interest in such tobacco at the time of sale thereof. Such designation shall be on forms to be approved by the Secretary, said trustee shall distribute the adjustment payments to those so designating him as trustee as their interests may appear, in the same proportion as the net sale values of the respective shares of such persons in the tobacco produced for market on this farm in 1935 bear to the net sale value of the total amount of such tobacco. Said trustee shall distribute the deficiency payment in such manner as may be specified in written instructions signed by such persons and delivered to the trustee at the time of his designation.

Rider B to be attached to Burley Type 31, Fire-cured Types 21, 22, 23 and 24, or Dark Air-cured Types 35, 36 and 37 tobacco production adjustment contracts for those growers who did not sign in 1934.
(Form T-164, Dec. 1934)

See: Application for combination of tobacco contracts for 1935, (Form T-171, Feb., 1935).

c. 1935 Tobacco Contracts

In the event that tobacco is produced on the farm in 1935 by share-tenants or share-croppers, the producer agrees that he will receive the benefit payment provided for in paragraph 11 in trust to pay to each such share-tenant or share-cropper that part of such payment which bears the same proportion to the total of such payment as the number of acres in such share-tenant's or share-cropper's share of the tobacco acreage grown by him on the farm in 1935 bears to the total number of acres of tobacco grown on the farm in 1935.
-Sec. 12.

Special Base Tobacco Contract Form T-173 Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y.-Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The payment of such second installment (sec. III B 6a) shall be made to the person or persons who may be entitled to an adjustment payment with respect to the 1936 crop year according to the terms of the new contract, and if more than one person is entitled to such an adjustment payment, the installment shall be divided between them in the same proportions in which the new contract provides that the adjustment payment for 1936 shall be divided.
-Sec. 9. 1935 Supp. Wheat Contract

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

The producer agrees not to sell, pledge, transfer, or assign, in whole or in part, this contract or his right to or claim for payments under this contract, and not to execute any power of attorney to collect such payments, and any sale, pledge or assignment, order or power of attorney shall be null and void, except that the producer may pledge or hypothecate his right to any adjustment payments under this contract for the purpose of obtaining funds (or credit) for carrying on the current operation of the farm(s) covered by this contract (hereinafter referred to as "current production credit") and such pledge or hypothecation shall operate to establish an interest or right on the part of the pledgee in and to said adjustment payments as against any other person or persons, but the pledge or hypothecation thereof shall not alter the provisions of paragraph 5 that all adjustment payment checks drawn in compliance with this contract shall be made payable to the payee therein stipulated. If the adjustment payments herein provided for shall have been pledged by the producer for current production credit, the producer, or if a payee is designated in paragraph 5 hereof and accepts such payment, then such payee if notified in writing of the pledge, shall receive the adjustment payment in trust to pay therefrom to the pledgee the amount of the obligation owing for current production credit secured by such pledge and to pay the balance of said payment to the producer. If a payee other than the producer is named in paragraph 5 hereof, and if such payee shall not have been notified of any pledge of the adjustment payments for current production credit made pursuant to the terms of this numbered paragraph, such payee shall receive such payments in trust to pay the whole amount thereof to the producer, it being expressly understood and agreed that the Secretary shall have no duty or obligation to see that distribution is made in accordance with the foregoing provisions, but shall have the right to enforce the performance of said trust by the payee;
-Sec. 2(h)

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract.

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

All adjustment payments hereunder are for the benefit of the producer, and shall be made only to the producer unless the producer shall, by naming another person in this numbered paragraph, direct that such payments be made to the person so named, in which event the payments shall be made by check drawn payable to the person so named who shall receive them subject to the provisions of this contract, and particularly subject to the provision of subparagraph (h) of paragraph 2 hereof. If the person so named shall have died or shall refuse to accept such payment, or shall for any reason be unable to receive and distribute such payment subject to the provisions of this contract then such payment shall be made to the producer, who likewise shall receive such payments subject to the provisions of this contract and particularly subject to the provisions of subparagraph (h) of paragraph 2 hereof.
-Sec. 5(a)

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

D. EFFECT OF A CHANGE IN LEGAL STATUS[1]

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

(1) Administrative Rulings Pertinent

Consequences of change of ownership of land under contract.
-See: Corn-Hog Adm. Ruling No. 63 and Form CH. 56

Conditions validating a transfer of hog base.
-See: Corn-Hog Adm. Rulings No. 12 (Dec. 28, 1933) and No. 51 (Apr. 4, 1934)

Change of contract parties upon death of producer or stock-share landlord.
-See: Corn-Hog Adm. Rulings No. 13 (Dec.28, 1933) and No. 55 (Apr. 19, 1934)

Transfer of hog base of deceased producer to heir.
-See: Corn-Hog Adm. Ruling No. 34 (Jan. 23, 1934)

b. 1935 Corn-Hog Contract

(1) Administrative Rulings Pertinent

Death of contract signer or proceedings tending to divert payment.
-See: Corn-Hog Adm. Ruling No. 132 (Dec. 6, 1934)

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

b. 1934 and 1935 Cotton Acreage Reduction Contract

(1) Administrative Rulings Pertinent

Consequences of change in producer
-See: Cotton Adm. Ruling No. 14 (Dec. 1933) and Form Cotton No. 8

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

In the event that the whole or any portion of this farm which is suited for the growing of peanuts is sold, or the

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[1] See: Contract Undertakings as Covenants Running with Land
Sale, Assignment, etc. of Contract or Rights Thereunder

title or right to possession thereof is transferred by the voluntary act of the producer (except as possession is transferred to any share-tenant and/or share cropper):

The Secretary, or a designated agent on his behalf, may cancel this contract pursuant to the terms of paragraphs 12 and 13 hereof, or

The Secretary, or a designated agent on his behalf, may determine the allotted peanut acreage for the portion so sold or disposed of and the allotted peanut acreage for the remainder of this farm (if any), and may accept complete performance of the terms hereof by the producer and any person or persons acquiring an interest in the whole or the portion of this farm so sold or disposed of and make any payments which may thereafter become due for such performance to the producer and such other persons in the same proportions which the allotted peanut acreage so determined for the land so disposed of bears to the allotted peanut acreage so determined for the remainder of the farm (if any)

-Peanut Contract, Sec. 15

All payments under this contract shall be made to the producer except as herein otherwise provided.

It is hereby stipulated that any payment made hereunder by the Secretary is made in consideration of complete performance of all the terms and conditions hereof by the producer. It is further stipulated that if, prior to the final certification of performance of this contract by the producer, (a) the producer dies, (b) he is declared incompetent by a court of competent jurisdiction, (c) the title to or possession of this farm is transferred as a result of bankruptcy, receivership or insolvency proceedings, or otherwise, (except as provided in paragraph 15 hereof or except as possession is transferred to any share-tenants and/or sharecroppers), (d) any assets of the producer become subject to garnishment, attachment, execution, or other process or proceedings which would result in diverting such assets to the use of any other than the producer, or (e) he abandons this farm, then, in any of such events the producer has disabled himself from giving full performance of the terms and conditions hereof which shall be deemed to constitute a total failure of consideration, and grounds for cancelation of this contract by the Secretary, but in the event of cancelation on the foregoing grounds, the producer shall not be obligated to return to the Secretary any payments which have already been made by actual delivery of the Government's check to the producer.

In the case of a cancelation of this contract under the provisions of this numbered paragraph, if the Secretary thereafter determines to make a voluntary payment in connection with any reduction in acreage or reduction in production for market already accomplished by the producer which has furthered the peanut pro-

duction program of the Secretary, the producer requests that such payments be made

.....; .....
(Name of person) (Address)

-Peanut Contract, Sec. 18

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

All payments under this contract shall be made to the producer except as provided under this section and sections 24 and 25.

In the event of the contingencies listed below in paragraphs (a), (b), and (c) of this section, payments which have accrued at the time of such contingency shall be paid as herein provided. A payment will be deemed to have accrued if at the time of the happening of such contingency the producer has performed the conditions precedent, except requirements of proof, to such payment.

(a) Death or disappearance. -- In the case of death or disappearance of the producer: To the following person or persons jointly named herein below by the producer:

Name of person(s)	Address(es)
.....	.....
.....	.....

(b) Incompetency. -- In the case of incompetency of the producer: To his duly qualified guardian, or, if none has been appointed to the following person or persons jointly named herein below by the producer:

Name of person(s)	Address(es)
.....	.....
.....	.....

(c) Insolvency, etc. -- In case the producer is involved in insolvency, bankruptcy, garnishment, attachment or execution proceedings, or has voluntarily or involuntarily abandoned this farm, the Secretary shall

make payments to the producer, but he shall not be obligated to make any payments hereunder unless the producer can receive such payments for his own benefit free from any claim or order made in any such or similar proceeding.

When the Secretary has determined the existence or nonexistence of a circumstance in the event of which payment is to be made to a designated person and has paid, in accordance with such determination, to the producer or to the designated person, the obligation of the Secretary with respect to the payment so made shall be discharged thereby and neither the producer, the designated person nor any other person shall have any right of action against the Secretary or the United States of America with respect thereto.

Payment shall not be made to the producer or to a person who succeeds him in the control of this farm unless he planted, produced or harvested the crop as to which the payment is to be made, or in the case of deficiency payment, was in control of this farm during the period when planting, producing or harvesting normally takes place, or who has, or had a share interest in such crop as landlord or as share-tenant and/or sharecropper, But a person who succeeds the producer in the control of this farm shall not be entitled to a payment which has accrued and is payable under this section to the producer or a designated person.

-Sugar Beet Contract, Sec. 23.

b. Sugarcane Production Adjustment Contract (Louisiana)

Section 21 of the Louisiana Sugarcane contract is substantially the same as Section 23 of the Sugar Beet Contract.

c. Philippine Sugarcane Production Adjustment Contract

Section 26 of the Philippine Sugarcane contract is substantially the same as Section 23 of the Sugar Beet Contract.

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts.

b. 1934 Tobacco Contracts.

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

(1) Administrative Rulings and Regulations Pertinent

Payment in the event of a change in legal relationship of producers to farms.
-See: Wheat Regulations, Series 2, Sec. 509

Manner of payment where there is a change of tenants during the crop year.
-See: Wheat Adm. Ruling No. 29.

SUPPLEMENT

D. EFFECT OF A CHANGE IN LEGAL STATUS

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

b. 1935 Corn-Hog Contract

(1) Administrative Rulings Pertinent

Transfer of hog base of deceased producer to heir.
-See Corn-Hog Adm. Ruling No. 135 (Jan. 23, 1935)

Sale of land covered by contract.
-See Corn-Hog Adm. Ruling No. 138 (March 25, 1935)

Death of Stock-Share Landlord -- Permissible Hog Production by Producer.
-See Corn-Hog Adm. Ruling No. 141 (April 22, 1935)

Termination of lease in 1935.
-See Corn-Hog Adm. Ruling No. 142 (April 22, 1935)

2. Cotton Adjustment Plan

b. 1934 and 1935 Cotton Acreage Reduction Contract

(1) Administrative Rulings Pertinent

Amendment to Administrative Ruling No. 15, Change of landlord and tenant relationship by rental agreement.
-See: Amendment 5, Feb. 12, 1934, (Form No. Cotton 5B)

Amendment to Ruling No. 8, consequences of change of producer either by purchase of additional land, sale of portion of land, or subdivision of land.
-See: Amendment 5, May 1, 1935.

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

Transfer of Farm. In the event that the whole or any portion of this farm which is suited for the growing of sugar cane is sold or the title or right to possession thereof is transferred by voluntary agreement or by operation of law during the period covered by this contract:

(a) The Secretary may cancel this contract and recover payments made hereunder pursuant to the

terms of Section 17 hereof, or

(b) The Secretary may determine the 1935 sugar cane and sugar allotments and the 1936 sugar production allotment for the portion so transferred, and the 1935 sugar cane and sugar allotments and the 1936 sugar production allotment for the remainder of this farm (if any), and may accept complete performance of the terms hereof by the producer and the person acquiring an interest in the portion of the farm so transferred, and make any future payments pro rata among the producer and such person on the basis of said determination.
-Puerto Rico Sugar Cane Contract, Sec. 13.

-See: III C "Manner and Participation in payments"
-Puerto Rico Sugarcane Contract

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

In the event that the whole or any portion of this plantation which is suited to the growing of sugarcane is sold or otherwise transferred (except as possession is transferred to a party falling within the category of "plantation-planter") during the effective period of this contract, the Secretary, if the transferee is so entitled, may redetermine the base production and marketing allotment with respect to the portion so transferred and the remainder of this plantation, and may accept complete performance of the terms of this contract by the plantation-producer and any person or persons acquiring an interest in the whole or the portion of this plantation so transferred, and make any payments which may thereafter become due for such performance to the plantation-producer and such other persons in proportion to their respective interests and in proportion to the base production and marketing allotment or marketing allotments as redetermined. The parties involved may be required to make such further undertakings, on such forms as the Secretary may prescribe, as the Secretary may determine to be necessary and advisable.
-Sec. 22.

f. Florida Sugarcane Production Adjustment Contract

In case the producer is involved in insolvency, bankruptcy, garnishment, attachment, or execution proceedings or has voluntarily or involuntarily abandoned his farm, the Secretary may terminate this contract and all the payments due thereunder. Thereafter he may, in his discretion, pay to the producer, or apply for his benefit, payments which have accrued.
- Sec. 19.

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

The producer shall notify all purchasers, lessees, tenants, or encumbrancers of this farm, or any part thereof, of such matters and shall immediately notify the Secretary and the County Allotment Committee thereof in writing giving full details of any changes in the legal relationship to this farm of any party herein described as the producer.
-Sec. 7. 1935 Supp. Wheat Contract.

In the event that there is a change of legal status with respect to any portion of this farm, the excess acreage with respect to each portion shall be determined by the Secretary or his authorized agent in writing. Such determination shall be final and conclusive.
-Sec. 8. 1935 Supp. Wheat Contract.

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

If a producer has died or has been declared legally incompetent by a court of competent jurisdiction and has not executed, prior to the date of such death or incompetency, an Application for an allotment and quota, his records of production may be used by such heirs or devisees, or such member of the family of such deceased producer or by such members of the family of such incompetent producer as are continuing the farming operation of the deceased or incompetent producer, upon their furnishing proof of such relationship and succession to the producer's farming operation.

-Southern Rice Admin. Ruling No. II, April 18, 1935

Pledge of Adjustment Payments

-See Southern Rice Admin. Ruling No. VI, April 18, 1935

b. 1935 California Rice Production Adjustment Contract

(1) Administrative Rulings Pertinent

If since March 7, 1934 a producer has died or has been declared legally incompetent by a court of competent jurisdiction and has not executed, prior to the date of such death or incompetency, an Application for an allotment and quota, his records of production may be used by such heirs or devisees, or such member of the family of such deceased producer or by such members of the family of such incompetent producer as are continuing the farming operation of the deceased or incompetent producer, upon their furnishing proof of such relationship and succession to the producer's farming operation.

-Calif. Rice Admin. Ruling No. II, April 18, 1935.

Pledge of Adjustment Payments

-Calif. Rice Admin. Ruling No. V, April 18, 1935.

E. DEDUCTIONS FOR PRODUCTION CONTROL ASSOCIATION EXPENSES

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

Provision is made that deductions shall be made from the corn reduction payments and the hog reduction payments for the pro rata share of the administrative expenses of the Corn-Hog Control Association.

-See: Corn-Hog Contract, Sec. 10

(1) Administrative Rulings Pertinent

Method of computation of the county administrative expenses and the individual pro rata share thereof. Pro rata share may be deducted from one and/or more of the reduction installment payments.

-See: Adm. Ruling No. 19 (Dec. 1933)

b. 1935 Corn-Hog Contract

Provision is made that deductions shall be made from the corn adjustment payments and the hog adjustment payments for the pro-rata share of the administrative expenses of the Corn-Hog Control Associations.

-See: Corn-Hog Contract, Sec. 9

(1) Administrative Rulings Pertinent

Method of computation of the pro rata share of the administrative expenses.

-Corn-Hog Adm. Ruling, No. 105

2. Cotton Adjustment Plan

a. 1933 Cotton-Option Benefit or Benefit Contract

b. 1934 and 1935 Cotton Acreage Reduction Contract

3. Peanut Adjustment Plan

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

From the amount payable hereunder by the Secretary to the producer on account of the final crop payment and/or crop deficiency payment of any year, the Secretary shall deduct the pro rata share of all administrative expense of the Sugar Beet Production Control Association for that year.
-Sugar Beet Contract, Sec. 20.

b. Sugarcane Production Adjustment Contract (Louisiana)

From the amount payable hereunder by the Secretary to the producer on account of the final crop payment and/or crop deficiency payment of any year, the Secretary shall deduct the pro rata share per ton of all administrative expenses of the Parish Production Control Association for that crop year.
-Louisiana Sugarcane Contract, Sec. 18.

c. Philippine Sugarcane Production Adjustment Contract

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

b. 1934 Tobacco Contracts

The Secretary shall deduct from the second adjustment payment the pro rata share of the administrative expenses of the Tobacco Production Control Association named in the contract and shall pay the same to the Association.
-See: Burley Type 31 Contract, Sec. 20
Dark Air-Cured Types 35, 36, 37 Contract, Sec. 20
Fire-Cured Types 21,22,23,24 Contract, Sec. 20
-See, also: Notice of Exercise of Privilege of Secretary with respect to above contracts empowering the Secretary to make deductions from second adjustment payment.

There shall be deducted from one or more of the payments the pro rata share of the administrative expenses of the Tobacco Association for the above-named county, but in no event shall the adjustment payment with the expenses of the Association deducted be less than fifteen dollars ($15.00) per acre of the rented acreage.
-See: Maryland Type 32 Contract, Sec. 17

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

There shall be deducted from the adjustment payments to be made under this contract a sum sufficient to defray the producer's pro rata share of the administrative costs of the Wheat Production Control Association in his county and the producer expressly authorizes the Secretary or the Secretary's authorized agent to make such deductions. Such pro rata share shall be computed on the basis of the bushels in the farm allotment.

-Wheat Allotment Contract, Sec. 14.

(1) Regulations Pertinent

Method of computation of the expenses of the County Wheat Production Control Associations and the deductions to be made from the adjustment payments to producers.

-Wheat Regulations, Series 2, Sec. 302.

SUPPLEMENT

E. DEDUCTIONS FOR PRODUCTION CONTROL ASSOCIATION EXPENSES

4. Sugar Beet and Sugarcane Adjustment Plan

e. Hawaiian Plantation-Producer's Sugarcane Production Adjustment Contract

From each of the foregoing payments 3/4 of 1 per cent shall be deducted on account of administrative expenses.
-Sec. 25, Subsec. F.

The plantation-producer will make no deductions on account of brokerage, or similar charges, from the amounts due to his adherent planters under this section.
-Sec. 27, Subsec. D.

f. Florida Sugarcane Production Adjustment Contract

From the amount payable hereunder by the Secretary to the producer on account of the final crop payment of any year, the Secretary shall deduct 2 cents for each ton of sugarcane of the production allotment as the pro rata share of the administrative expenses of the Agricultural Adjustment Administration for that crop year applicable to the Florida Sugarcane Adjustment Contracts.
-Sec. 16.

5. Tobacco Adjustment Plan

b. 1934 Tobacco Contracts

(1) Administrative Rulings Pertinent

Computation and Proration of Administrative Expense of Tobacco Production Control Associations.

See Tobacco Administrative Ruling No. 35, Form T-77, Supp. 17, (April 5, 1935).

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

Continuation of Contract for 1936
1935 Supp. Wheat Contract

F. REFUNDING OF PAYMENTS UPON VIOLATION OF CONTRACT[1]

1. Corn-Hog Adjustment Plan

a. 1934 Corn-Hog Reduction Contract

Without limitation of any right or remedy conferred by law or this contract, the Secretary shall be entitled to terminate this contract if he determines (and his determination shall be final and bind the other parties hereto) that there has been a material misstatement in any of the statements made by the producer in this contract or in connection therewith, or any noncompliance by the producer with any term hereof or with any pertinent regulation or administrative ruling. Thereafter no further payments shall be made hereunder, and any payments theretofore made shall be refunded to the Secretary. To secure payment of such refund the Secretary shall have a lien, to the extent of their respective interests, on corn and on hogs now or in the future owned by each or any of the parties obligated to make such a refund.

-Corn-Hog Contract, Sec. 11
-See, also: Rider A, paragraph 5

b. 1935 Corn-Hog Contract

Without limitation of any right or remedy of the Secretary conferred by law or this contract, the Secretary shall be entitled to terminate this contract if he determines (and his determination shall be final and bind the other parties hereto) that there has been a material misstatement in any of the statements made by any of the undersigned in this contract or in connection therewith or any noncompliance by any of the undersigned with any term hereof, or with any pertinent regulation or administrative ruling, or that the undersigned is not a bona fide farm operator in 1935. In the event of such termination, no further payments shall be made hereunder and any payments theretofore made shall be refunded to the Secretary. To secure payment of such refund, the Secretary shall have a lien, to the extent of their respective interests, on corn and hogs now or in the future owned by each or any of the parties obligated to make such a refund.

-Corn-Hog Contract, Sec. 10
-See, also, Rider A, paragraph 5

2. Cotton Adjustment Plan

a. 1933 Cotton Option-Benefit or Benefit Contract

b. 1934 and 1935 Cotton Acreage Reduction Contract

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[1] See: Misstatements, Noncompliance and Penalties Therefor

In the event of cancellation of the agreement by the Secretary because of violation of misstatement, the producer shall repay to the Secretary any sums theretofore paid hereto by the Secretary.
-See: 1934 and 1935 Cotton Reduction Contract, Sec. 9

In the event the producer shall fail or refuse to make payment to any share tenant or share cropper of his proportionate share of the parity payment as set out in the contract, or to produce the evidence indicated in the contract, the producer hereby agrees to forfeit and pay to the Secretary twice the amount of such share of the parity payment, which sum, when collected from the producer, shall be paid to such share tenant or share cropper as the case may be.
-1934 and 1935 Cotton Contract, Sec. 10

3. Peanut Adjustment Plan

a. Peanut Production Adjustment Contract

* * * In the event of cancellation of this contract by the Secretary, as above provided, the producer shall return to the Secretary any such payments theretofore made, together with all costs incident to the collection thereof.
-Peanut Contract, Sec. 13

4. Sugar Beet and Sugarcane Adjustment Plan

a. Sugar Beet Production Adjustment Contract

* * * In the event of a rescission and/or termination hereunder, the producer shall return to the Secretary any payments theretofore paid to the producer, together with all costs incident to the collection thereof.
-Sugar Beet Contract, Sec. 13

b. Sugarcane Production Adjustment Contract (Louisiana)

* * * In the event of a rescission and/or termination hereunder, the producer shall return to the Secretary any payments theretofore paid to the producer, together with all costs incident to the collection thereof.
-Louisiana Sugarcane Contract, Sec. 12

c. Philippine Sugarcane Production Adjustment Contract

* * * In the event of such rescission the planter shall repay to the Secretary any sums theretofore paid hereunder to the planter together with all costs incident to the collection thereof.
-Philippine Sugarcane Contract, Sec. 23

5. Tobacco Adjustment Plan

a. 1933 Tobacco Contracts

b. 1934 Tobacco Contracts

* * * In the event of a rescission hereunder, the producer shall return to the Secretary any payments theretofore paid to the producer, together with all costs incident to the collection thereof.

-Burley Type 31 Contract, Sec. 17
-Dark Air-Cured Types 35,36,37 Contract, Sec. 17
-Fire-Cured Types 21,22,23,24 Contract, Sec. 17
-Flue-Cured Types 11,12,13,14 Contract, Sec. 17
-Georgia-Florida Type 62 Contract, Sec. 18
-Maryland Type 32 Contract, Sec. 15
-Puerto Rican Type 46 Contract, Sec. 15

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

* * *If the Secretary determines (and his determination shall be final and bind the other parties hereto) that there has been a material misstatement in any of such statements, or any noncompliance by the producer with any such agreements or conditions or with any term hereof, or with any of the regulations, he may terminate this contract and thereafter no further payments shall be made hereunder, and any payments theretofore made shall be made hereunder, and any payments theretofore made shall be refunded to the Secretary by the producer and shall constitute, until so refunded, a lien on future wheat crops on this farm. In the event that any person described herein as the producer shall (except as may be provided by regulations) sell or trade in any flour obtained in exchange for or processed from wheat produced on this farm and in respect of which no processing tax has been paid, such person shall thereupon cease to be a party to this contract and shall not thereafter be entitled to any payments hereunder and shall refund to the Secretary any payments hereunder theretofore received by such person.

-Wheat Contract, Sec. 15

SUPPLEMENT

F. REFUNDING OF PAYMENTS UPON VIOLATION OF CONTRACT

2. Cotton Adjustment Plan

b. 1934 and 1935 Cotton Acreage Reduction Contract

(1) Administrative Rulings Pertinent

Refund to Secretary of payments in case of violation of ruling regarding change of landlord and tenant relationship by rental agreements.
-See: Amendment 5, Feb. 12, 1934 (Form No. Cotton 5B)

c. 1934 and 1935 Cotton Acreage Reduction Contract[1]

In the event of such cancelation, the producer shall repay to the Secretary any sum(s) theretofore paid hereunder to the producer. The determination of the Secretary that any such violation or misstatement has occurred shall be final and conclusive.
-1934 and 1935 Cotton Contract, Sec. 9.

In the event the producer shall fail or refuse to make payment to any share-tenant or share-cropper of his proportionate share of the parity payment as above set forth, or to produce the evidence above indicated, the producer hereby agrees to forfeit and pay to the Secretary twice the amount of such share of the parity payment, which sum, when collected from the producer, shall be paid to such share-tenant or share-cropper as the case may be.
-1934 and 1935 Cotton Contract, Sec. 10.

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

In the event of cancellation of this contract by the Secretary the producer shall return to the Secretary any such payments theretofore made, together with all costs incident to the collection thereof.
-Puerto Rico Sugarcane Contract, Sec. 17.

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[1]This form to be used by producer signing contracts in 1935 for the first time or as required under Administrative Ruling No. 8 (Cotton 106).

f. Florida Sugarcane Production Adjustment Contract

In the event of a rescission and/or termination hereunder, the producer shall return to the Secretary any payments theretofore paid to the producer, together with all costs incident to the collection thereof.
-Sec. 9.

5. Tobacco Adjustment Plan

c. 1935 Tobacco Contracts

In the event of termination hereunder, the producer shall return to the Secretary any payments theretofore paid to the producer under this contract, together with all costs incident to the collection thereof.
-Sec. 8.

Special Base Tobacco Contract Form T-173, Feb. 1935
Flue Cured Types 11, 12, 13 and 14
Burley Type 31
Fire Cured Types 21, 22, 23 and 24
Dark Air-Cured Types 35, 36 and 37

Special Base Tobacco Contract Form T-186
Pa. Type 41 and N.Y. - Penn. Type 53
Miami Valley Types 42, 43 and 44
New England Types 51 and 52
Wisconsin Types 54 and 55

6. Wheat Adjustment Plan

a. Wheat Allotment Contract

If the Secretary determines (and his determination shall be final and bind all the other parties hereto) that there has been a material misstatement in any of such statements or any noncompliance by the producer with any such agreements or conditions or with any term hereof or with applicable regulations or administrative rulings, he may terminate this contract and thereafter no further payments shall be made hereunder, and any payments theretofore made under this contract and/or under the wheat allotment contract shall be refunded to the Secretary of Agriculture by the producer and shall constitute, until so refunded, a lien on future wheat crops on this farm.
-Sec. 12. 1935 Supp. Wheat Contract.

7. Rice Adjustment Plan

a. 1935 Southern Rice Production Adjustment Contract

In the event of termination of this contract by the Secretary, the producer shall return to the Secretary all payments theretofore made under this contract, together with all costs incident to the collection thereof.
-Sec. 2 (i)

b. 1935 California Rice Production Adjustment Contract

Same as 1935 Southern Rice Prod. Adj. Contract

G. MISCELLANEOUS

(A) Agents or Employees

4. Sugar Beet and Sugarcane Adjustment Plan

d. Puerto Rico Sugarcane Production Adjustment Contract

The Secretary may, in addition to the persons described in Section 24, designate the Governor of Puerto Rico to perform any of the powers or functions vested in the Secretary under this section.
-Puerto Rico Sugar Cane Contract, Sec. 15, Subsec. (d).

Secretary and Agents. The term "Secretary", wherever used in this contract, shall be deemed to include the Secretary, or the Acting Secretary of Agriculture. The Secretary may, by designation in writing, name any person or persons, including any officer or employees of the Government, or bureaus, divisions or agencies of the Department of Agriculture to act as his agents or agencies in connection with any of the provisions of this contract, including such provisions which may require the exercise of discretion on the part of the Secretary, and he may authorize any such agent or agencies to designate or appoint any person or persons, including officers or employees of the United States or Puerto Rican Governments to exercise or perform any or all of the powers and functions delegated to them as may be deemed necessary or advisable to accomplish the proper execution or performance of such powers and functions.
-Puerto Rico Sugar Cane Contract, Sec. 24.

e. Hawaiian Plantation-Producers' Sugarcane Production Adjustment Contract

The term "Secretary" wherever used in this contract shall be deemed to include the Secretary, or the Acting Secretary of Agriculture. The Secretary may, by designation in writing, name any person or persons, including any officer or employee of the Government, or bureaus, divisions, or agencies of the Department of Agriculture to act as his agents or agencies in connection with any of the provisions of this contract, including such provisions which may require the exercise of discretion on the part of the Secretary, or providing for determinations and adjudications by the Secretary, and he may authorize any such agent or agency to designate or appoint any person or persons, including officers or employees of the Government to exercise or perform any or all of the powers and functions delegated to them as may

be deemed necessary or advisable to accomplish the proper execution or performance of such powers and functions.

- Sec. 31.

The term "Secretary" wherever used in this contract shall be deemed to include the Secretary, or the Acting Secretary of Agriculture. The Secretary may, by designation in writing, name any person or persons, including officers or employees of the Government or Bureaus, Divisions, or Sections of the Department of Agriculture, to act as his agents or agencies in connection with any of the provisions of this contract, including such provisions as may require the exercise of discretion (insofar as this contract is concerned) on the part of the Secretary, and he may authorize any such agent or agency to designate any person or persons, including officers or employees of the United States Government, to exercise any or all of the powers and functions designated to them that may be necessary or advisable to accomplish the proper execution or performance of such powers and functions.

- Sec. 23.